



NEBRASKA PATHFINDERS

CITY COUNCIL MEETING

November 25, 2014

City Council Chambers 400 East Military, Fremont NE

STUDY SESSION – 6:45 P.M.

MEETING – 7:00 P.M.

AGENDA

1. Meeting called to order
2. Roll call
3. Mayor comments (There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

PUBLIC HEARINGS AND RELATED ACTION:

CONSENT AGENDA: All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.

4. Dispense with reading of and approve November 12 & 18, 2014 [minutes](#)
5. November 13 – November 25, 2014 [claims \(staff report\)](#)
6. [Resolution](#) approving Special Designated Permit application of [Rise's](#) Drive-In Liquor, 925 North Broad, January 10, 2015, reception; [Rise's](#) Drive-In Liquor, 1710 West 16th, June 13, 2015, reception ([staff report](#))
7. [Resolution](#) approving consumption of alcohol on City property for Paul [Stibor](#), City Auditorium, April 18, 2015, wedding reception ([staff report](#))
8. [Resolution](#) assessing nuisance lien against Lot 5, Block 7, Empire City 2nd (228 N Drive, owner: Terry Klan) ([staff report](#))
9. [Resolution](#) assessing nuisance lien against part of West ½ Lots 1-3, Block 31 and Tax Lot 101 R Kittles (236 N Bell, owner: David Eix) ([staff report](#))
10. [Resolution](#) approving revised [agreement](#) with ENCODE360, LLC to Unified Development Ordinance software ([staff report](#))
11. Resolution approving Douglas Ritthaler request to replat Lots 6-14, Block, 4, Ritz Lake Addition into 10 lots (staff report)
12. Jill Crithfield [request](#) for conditional use permit at 114 East Military for Downtown Residential use in Downtown Commercial Zoning District ([staff report](#))
13. [Resolution](#) to accept and award bid for the westerly portion of the Well Field Native Grass Cropland ([staff report](#))

AGENDA

CONSENT AGENDA CONTINUED:

14. [Resolution](#) to accept and award bid for a Truck Mounted Articulating Crane [\(staff report\)](#)
15. Receive and file November 4, 2014 certified [election](#) results [\(staff report\)](#)
16. Balance sheet by fund and [statements](#) of revenues and expenditures [\(staff report\)](#)
17. Cement worker license [application](#) of Tim Gregory and Homebuyers Inc. [\(staff report\)](#)

REGULAR AGENDA: requires individual associated action.

18. Third reading [Ordinance](#) amending Fremont Municipal Code 6-406, criminal trespass [\(staff report\)](#)
19. [Ordinance](#) annexing Brooks Hollow [Addition](#), SW ¼ SW ¼ 18-17-9 [\(staff report\)](#)
20. [Ordinance](#) annexing Outlot C, Ritz Lake [Addition](#), Phase I, NW ¼ 7-17-9 [\(staff report\)](#)
21. Flood Risk Reduction Study and Repetitive Loss Area Analysis [Report](#) [\(staff report\)](#)
22. Change [Order](#) #3 for 2013 West Military Widening, Pierce to Ridge Road for Steve Harris Construction [\(staff report\)](#)
23. [Ordinance](#) pertaining to pay plan for City of Fremont utility officers and employees [\(staff report\)](#)
24. Strategy session relating to threatened litigation (may require executive session) [\(staff report\)](#)
25. Adjournment

Agenda posted at the Municipal Building on November 21, 2014 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on November 21, 2014. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

CITY COUNCIL MEETING
November 12, 2014 - draft
7:00 p.m.

After the study session, the Mayor called the meeting to order and stated a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Council Members Stange, Bixby, Hoppe, Kuhns, Johnson, Fairleywine, Navarrette and Anderson present – 8 present, 0 absent.

Moved by Council Member Kuhns, seconded by Council Member Navarrette to approve the consent agenda. Roll call vote: 8 ayes. Motion carried.

- Dispense with reading of and approve October 28, 2014 minutes
- October 29 – November 12, 2014 claims
- Resolution No. 2014-220 approving Special Designated Permit application of Fire Barn Sports Bar & Grill, 925 North Broad, November 22, 2014, reception; Rise's Drive-In Liquor, 1710 West 16th, March 21, 2015, August 29, 2015, October 10, 2015, receptions; DeSauce Developments, 1005 East 23rd, December 2, 2014, reception; Jack Barta, 545 East 4th, November 21, 2014, fund raiser
- Resolution No. 2014-221 assessing nuisance lien against Lot 4, Block 1, Kittle Comp; 725 E Military - owner: Bank of New York Mellon
- Resolution No. 2014-222 assessing nuisance lien against Lot 4, Block 3, Phelps; 1233 E 18th - owner: Steve and Cindy Kelsey
- Resolution No. 2014-223 approving interlocal agreement with Douglas County for forensic services
- Cement applications: Kimberly Remmereid & TR Construction and Jeremy Prunty & Bronte Enterprise LLC
- Jim Bradrick request for outside City sewer connection for a fee of \$2970.00 and water connection for a fee of \$1000.00 at 3202 County Road 20th Ave
- Report of the Treasury
- Draft financial statements for September 2014
- Tort claim of Alisa DeLuna at 401 West 23rd
- Resolution No. 2014-224 approving consumption of alcohol on City property for Moriah Nygren, City Auditorium, October 17, 2015
- Grant application for Police Department to Wal-mart for purchase of equipment
- Resolution No. 2014-225 to accept \$7000.00 grant from Nebraska Department of Roads Highway Safety for in car cameras

Moved by Council Member Anderson, seconded by Council Member Eairleywine to approve the recommendation of the Civil Service Commission and the Mayor to appoint Andrew Dixson, Kelly Drake and Steven Zaroban as Police Officers. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Eairleywine, seconded by Council Member Hoppe to continue the request of Susan McDermott to replat Lots 1 and 2, Block 30, Chases Addition into two lots to December 30, 2014 City Council meeting. Roll call vote: 8 ayes. Motion carried.

The City Clerk gave the second reading, by title only, of an Ordinance amending Fremont Municipal Code 6-406 relating to criminal trespass. The third reading will be at the next regular Council meeting.

Moved by Council Member Bixby, seconded by Council Member Johnson to approve a \$13,000 budget adjustment from General Fund Contingency appropriation to Downtown Improvement District Special Revenue Fund appropriation. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Navarrette, seconded by Council Member Hoppe to receive and file the prefinal draft of the Terminal Area Plan Update Study dated October 2014 and direct ADG to incorporate all comments received from the City Council, Public, Airport Advisory Board, and the Nebraska Department of Transportation and Aeronautics into the Final Draft and approve Alternate(s) #3; #2; and #1 as the preferred final location/s of the terminal site and forward the recommendation to the Nebraska Department of Transportation and Aeronautics. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Hoppe, seconded by Council Member Anderson to approve Resolution No. 2014-226 approving Supplemental Agreement #2 with Felsburg, Holt & Ullevig for 1st Street, Luther Road to Johnson Road Project. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Kuhns, seconded by Council Member Anderson to approve Resolution No. 2014-227 approving covenant agreement with City of North Bend, Dodge County and Village of Rogers for the planning and design of Highway 30 expressway from Schuyler to Fremont. Roll call vote: 8 ayes. Motion carried.

The Mayor announced the Executive Session for threatened litigation would be to discuss the lease with the Humane Society.

Moved by Council Member Bixby, seconded by Council Member Navarrette to go into executive session for the purpose of discussing a strategy with respect to threatened litigation and for the further reason that the executive session is necessary for the protection of the public interest. The Mayor stated a motion has been made and seconded to go into executive session for the purpose of discussing a strategy session with respect to threatened litigation and for the further reason that the executive session is necessary for the protection of the public interest. The Mayor asked for any discussion.

The Mayor stated the pending motion was to go into executive session for the purpose of discussing a strategy session with respect to threatened litigation and for the further reason that the executive session is necessary for the protection of the public interest. Roll call vote: 7 ayes, 1 abstain (Stange). Motion carried.

The Mayor stated a motion to go into executive session for the purpose of discussing a strategy session with respect to threatened litigation and for the further reason that the executive session is necessary for the protection of the public interest had been approved. He further stated that discussion would be limited to a strategy session with respect to threatened litigation. No official actions or votes would be taken during the executive session. Executive session began at 7:16 p.m.

Council Member Stange left the meeting.

Moved by Council Member Kuhns, seconded by Council Member Hoppe to come out of executive session. Roll call vote: 7 ayes. Executive session ended at 7:48 p.m.

The Mayor announced the next meeting would be November 25, 2014 at 7:00 p.m. with a study session November 18, 2014 at 5:30 p.m.

Moved by Council Member Hoppe, seconded by Council Member Anderson to adjourn the meeting. Roll call vote: 7 ayes. Motion carried. Meeting adjourned at 7:49 p.m.

I, Kimberly Volk, the undersigned City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

Kimberly Volk, MMC, City Clerk

CITY COUNCIL STUDY SESSION MEETING
November 18, 2014 - draft
5:30 P.M.

The Mayor called the meeting to order and stated a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Council Members Eairleywine, Bixby, Johnson, Navarrette and Anderson present, Council Members Hoppe, Kuhns, and Stange absent – 5 present, 3 absent.

Gardner Capital Development representative gave a presentation on using tax increment financing for their proposed tax credit housing development.

Thomas Huston, City of Fremont's legal counsel for tax increment financing gave an overview of tax increment financing.

Dave Goedeken, Public Works Director, gave an overview of six conceptual designs for 23rd/Bell/Yager Road.

Council Member Johnson left the meeting at 6:29 p.m.

Moved by Council Member Anderson, seconded by Council Member Eairleywine to adjourn the meeting. Roll call vote: 4 ayes. Motion carried. Meeting adjourned at 6:31 p.m.

I, Kimberly Volk, the undersigned City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: November 20, 2014

SUBJECT: Claims

Recommendation: Move to approve November 13 through November 25, 2014 claims and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email November 20, 2014.

Fiscal Impact: Claims total \$ 750,767.24.

#5

Prepared 11/18/14, 10:39:03
Pay Date 11/20/14
Primary FIRST NATIONAL BANK

CITY of FREMONT
Direct Deposit Register

Page 32
Program PR530L

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total	209,772.52	Count	210
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PREPARED 11/18/2014, 14:04:32
 PROGRAM: GM339L
 City of Fremont
 General Fund

EXPENDITURE APPROVAL LIST
 AS OF: 11/20/2014 CHECK DATE: 11/19/2014
 BANK: 00

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006318 20141120	00	ACSI PR1120	00	11/20/2014	001-0000-201.00-00	PAYROLL SUMMARY	244.08	
						VENDOR TOTAL *	244.08	
0000584 20141120	00	CEI PR1120	00	11/20/2014	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	108,121.37
						VENDOR TOTAL *	.00	108,121.37
0004234 20141120	00	DEPARTMENT OF UTILITIES C S PR1120	00	11/20/2014	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,726.92
						VENDOR TOTAL *	.00	1,726.92
0005193 20141120	00	DEPARTMENT OF UTILITIES PAYROLL PR1120	00	11/20/2014	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	52,918.16
						VENDOR TOTAL *	.00	52,918.16
0003226 20141106 20141120	00	FRATERNAL ORDER OF POLICE #37 PR1106 PR1120	00	11/20/2014 11/20/2014	001-0000-201.00-00 001-0000-201.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	900.00 900.00	
						VENDOR TOTAL *	1,800.00	
0004629 20141120	00	INTERNAL REVENUE SERVICE **EFT** PR1120	00	11/20/2014	001-0000-201.00-00	PAYROLL SUMMARY	72,338.60	
						VENDOR TOTAL *	72,338.60	
0003074 20141120	00	JACKSON SERVICES INC PR1120	00	11/20/2014	001-0000-201.00-00	PAYROLL SUMMARY	127.42	
						VENDOR TOTAL *	127.42	
0005477 20141120	00	LAUGHLIN TRUSTEE, KATHLEEN A PR1120	00	11/20/2014	001-0000-201.00-00	PAYROLL SUMMARY	370.00	
						VENDOR TOTAL *	370.00	
0003205 20141106 20141120	00	NEBR PUBLIC EMPLOYEES LOCAL 251 PR1106 PR1120	00	11/20/2014 11/20/2014	001-0000-201.00-00 001-0000-201.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	400.00 400.00	
						VENDOR TOTAL *	800.00	
0003052 3RD QTR	00	NEBR UC FUND INTRESTPI1089 030766	00	11/20/2014	001-1015-415.10-25	BLANKET PURCHASE ORDER	20.54	
						VENDOR TOTAL *	20.54	
0005513 20141120	00	UNITED STATES TREASURY - PR PR1120	00	11/20/2014	001-0000-201.00-00	PAYROLL SUMMARY	50.00	
						VENDOR TOTAL *	50.00	
0001354 20141106 20141120	00	UNITED WAY - FREMONT AREA PR1106 PR1120	00	11/20/2014 11/20/2014	001-0000-201.00-00 001-0000-201.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	23.47 23.47	

CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 11/25/14

AJ GROUP NO	VENDOR NAME	WITHDRAWAL DATE	ACCOUNT NO	ITEM DESCRIPTION	WITHDRAWAL AMOUNT
425	NEBRASKA.GOV	11/12/14	012-2025-431.20-99	DRIVERS LICENSE CHECK	3.00
TOTAL EXPENDITURES					3.00

PREPARED 11/20/2014, 8:56:48
 PROGRAM: GM339L
 City of Fremont
 General Fund

EXPENDITURE APPROVAL LIST
 AS OF: 11/26/2014 CHECK DATE: 11/26/2014

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BANK: 00

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000956	00	A & A DRUG CO INC									
480534		PI1010 030469	00	11/26/2014			001-1206-422.30-33		BLANKET PURCHASE ORDER	6.78	
									VENDOR TOTAL *	6.78	
0000959	00	ACE HARDWARE									
83068/3		PI0926 030468	00	11/26/2014			001-2027-452.30-32		BLANKET PURCHASE ORDER	13.98	
83163/3		PI0927 030468	00	11/26/2014			001-2027-452.30-49		BLANKET PURCHASE ORDER	9.49	
									VENDOR TOTAL *	23.47	
0000960	00	ADAMS OIL INC									
08923		PI1085 030864	00	11/26/2014			001-2027-452.30-44		FIELD PURCHASE ORDER	509.55	
08922		PI1084 030864	00	11/26/2014			012-2025-431.30-44		FIELD PURCHASE ORDER	1,868.35	
									VENDOR TOTAL *	2,377.90	
0006353	00	ADVANCE SERVICES INC									
312276		PI0921 030855	00	11/26/2014			001-1305-430.20-99		BLANKET PURCHASE ORDER	565.50	
									VENDOR TOTAL *	565.50	
0002952	00	ALAMAR UNIFORMS									
447102		PI0850 029902	00	11/26/2014			001-1209-421.30-68		GENERAL	2,897.60	
									VENDOR TOTAL *	2,897.60	
0001773	00	ALL-TEX SECURITY INC									
559		PI1003 030849	00	11/26/2014			001-1410-421.20-99		GENERAL	125.00	
									VENDOR TOTAL *	125.00	
0005290	00	AMAZON									
263501993362		PI1066 030779	00	11/26/2014			001-2031-455.30-51		GENERAL	34.81	
263504192384		PI1067 030779	00	11/26/2014			001-2031-455.30-51		GENERAL	13.21	
270964326800		PI1068 030779	00	11/26/2014			001-2031-455.30-51		GENERAL	19.80	
270965445898		PI1069 030779	00	11/26/2014			001-2031-455.30-51		GENERAL	23.15	
									VENDOR TOTAL *	90.97	
0000983	00	ARPS RED-E-MIX INC									
8445		PI0854 030470	00	11/26/2014			012-2025-431.30-69		BLANKET PURCHASE ORDER	322.00	
8521		PI0855 030470	00	11/26/2014			012-2025-431.30-69		BLANKET PURCHASE ORDER	137.00	
8522		PI0856 030470	00	11/26/2014			012-2025-431.30-69		BLANKET PURCHASE ORDER	146.00	
8535		PI0857 030470	00	11/26/2014			012-2025-431.30-69		BLANKET PURCHASE ORDER	206.00	
8651		PI0928 030470	00	11/26/2014			012-2025-431.30-69		BLANKET PURCHASE ORDER	281.00	
									VENDOR TOTAL *	1,092.00	
0002954	00	ASPHALT AND CONCRETE MATERIALS CO									
00040665		PI0892 030590	00	11/26/2014			012-2025-431.30-69		FIELD PURCHASE ORDER	272.68	
									VENDOR TOTAL *	272.68	
0003298	00	AUTOZONE INC									
1652843659		PI0858 030471	00	11/26/2014			001-2042-440.30-63		BLANKET PURCHASE ORDER	15.60	
									VENDOR TOTAL *	15.60	

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VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0006413	00	AVI SYSTEMS INC							
41317304		PI0851	030172	00	11/26/2014	001-1001-413.40-99	FIELD PURCHASE ORDER	2,122.00	
								VENDOR TOTAL *	2,122.00
0002763	00	BAKER & TAYLOR BOOKS							
2029900897		PI0882	030568	00	11/26/2014	001-2031-455.30-51	GENERAL	1,358.75	
5013347788		PI0883	030568	00	11/26/2014	001-2031-455.30-51	GENERAL	30.58	
2029948603		PI1045	030568	00	11/26/2014	001-2031-455.30-51	GENERAL	392.81	
2029955491		PI1046	030568	00	11/26/2014	001-2031-455.30-51	GENERAL	54.47	
								VENDOR TOTAL *	1,836.61
0003423	00	BAKER & TAYLOR ENTERTAINMENT							
M54455060		PI0893	030604	00	11/26/2014	001-2031-455.30-51	GENERAL	14.35	
M54596980		PI1055	030604	00	11/26/2014	001-2031-455.30-51	GENERAL	97.90	
M55232130		PI1056	030604	00	11/26/2014	001-2031-455.30-51	GENERAL	14.35	
								VENDOR TOTAL *	126.60
0006340	00	BATTERY STATION LLC							
11947		PI0999	030838	00	11/26/2014	001-1209-421.20-11	GENERAL	9.65	
11947		PI1000	030838	00	11/26/2014	001-1209-421.30-79	GENERAL	108.00	
								VENDOR TOTAL *	117.65
0004311	00	BAUER BUILT INC							
880034575		PI0859	030472	00	11/26/2014	001-1209-421.20-60	BLANKET PURCHASE ORDER	8.50	
880034575		PI0860	030472	00	11/26/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	4.50	
880034509		PI1011	030472	00	11/26/2014	012-2025-431.20-60	BLANKET PURCHASE ORDER	6.00	
880034509		PI1012	030472	00	11/26/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	19.00	
								VENDOR TOTAL *	38.00
9999999	00	BOBBITT, GARY							
109364	BOBBITT	000073		00	11/26/2014	001-0000-202.04-00	GARY BOBBITT/CF MTG ROOM	50.00	
								VENDOR TOTAL *	50.00
0004035	00	BOMGAARS SUPPLY INC							
1696985		PI0929	030474	00	11/26/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	6.49	
1697869		PI0932	030474	00	11/26/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	107.97	
1697158		PI0930	030474	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	10.70	
1697866		PI0931	030474	00	11/26/2014	012-2025-431.30-52	BLANKET PURCHASE ORDER	97.97	
1698595		PI0933	030474	00	11/26/2014	012-2025-431.30-64	BLANKET PURCHASE ORDER	14.76	
1600514		PI1013	030474	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	71.96	
								VENDOR TOTAL *	309.85
0003427	00	BRODART CO							
B3717007		PI0881	030567	00	11/26/2014	001-2031-455.30-51	GENERAL	20.39	
B3720467		PI1043	030567	00	11/26/2014	001-2031-455.30-51	GENERAL	263.84	
B3723037		PI1044	030567	00	11/26/2014	001-2031-455.30-51	GENERAL	19.27	
								VENDOR TOTAL *	303.50
0006452	00	CARL JARL GROUP							

PREPARED 11/20/2014, 8:56:48
 PROGRAM: GM339L
 City of Fremont
 General Fund

EXPENDITURE APPROVAL LIST
 AS OF: 11/26/2014 CHECK DATE: 11/26/2014

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006452 161515	00	CARL JARL GROUP PI0901 030791	00	11/26/2014	001-1209-421.20-60	GENERAL	150.00	
						VENDOR TOTAL *	150.00	
9999999 109323	00 CARSON	CARSON, MOLLY 000074	00	11/26/2014	001-0000-202.04-00	MOLLY CARSON/C FIELD DEP	200.00	
						VENDOR TOTAL *	200.00	
9999999 109373	00 CASTRO	CASTRO, SIANYA 000080	00	11/26/2014	001-0000-202.04-00	SIANYA CASTRO/COMM ROOM	50.00	
						VENDOR TOTAL *	50.00	
0005030 1225320	00	CENTER POINT LARGE PRINT PI1042 030566	00	11/26/2014	001-2031-455.30-51	GENERAL	426.60	
						VENDOR TOTAL *	426.60	
0002675 4027211613 4027272664 4027538697 4027272720 402D250330 4027279926 402D254115 4027279135	00	CENTURYLINK (QWEST) 1114PI1095 030514 1114PI1096 030514 1114PI1100 030514 1114PI1097 030514 1114PI1093 030514 1114PI1099 030514 1114PI1094 030514 1114PI1098 030514	00	11/26/2014 11/26/2014 11/26/2014 11/26/2014 11/26/2014 11/26/2014 11/26/2014 11/26/2014	001-1011-419.20-12 001-1011-419.20-12 001-1011-419.20-12 001-1013-432.20-12 001-1015-415.20-12 001-1015-415.20-12 001-1206-422.20-12 029-2034-466.20-12	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	212.88 109.82 81.94 16.33 80.76 44.08 85.56 90.70	
						VENDOR TOTAL *	722.07	
0001465 313026	00	COOKE CO, J P PI0904 030794	00	11/26/2014	001-1003-415.30-61	GENERAL	182.89	
						VENDOR TOTAL *	182.89	
0001038 6612 6590	00	COPY SHOP PI1014 030477 PI0934 030477	00	11/26/2014 11/26/2014	001-1209-421.30-35 001-2029-451.30-31	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	38.30 28.20	
						VENDOR TOTAL *	66.50	
0001885 2421954	00	CORNHUSKER INTERNATIONAL TRUCKS INC PI0913 030839	00	11/26/2014	012-2025-431.30-63	FIELD PURCHASE ORDER	875.50	
						VENDOR TOTAL *	875.50	
0001643 882724 882888 883280 883086	00	CULLIGAN OF OMAHA PI0905 030812 PI0906 030812 PI0907 030812 PI1073 030812	00	11/26/2014 11/26/2014 11/26/2014 11/26/2014	001-1209-421.20-99 001-1209-421.20-99 001-1209-421.20-99 001-1209-421.20-99	GENERAL GENERAL GENERAL GENERAL	29.00 35.50 18.00 29.00	
						VENDOR TOTAL *	111.50	
0005074 92548	00	D&D COMMUNICATIONS PI1083 030861	00	11/26/2014	001-1209-421.30-56	GENERAL	93.39	

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0005074	00	D&D COMMUNICATIONS						
						VENDOR TOTAL *	93.39	
0002897	00	DIERS INC						
112308P		PI0935 030480	00	11/26/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	151.84	
112336P		PI0936 030480	00	11/26/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	43.36	
112339P		PI0937 030480	00	11/26/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	90.29	
112343P		PI0938 030480	00	11/26/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	27.75-	
						VENDOR TOTAL *	257.74	
0001070	00	DODGE COUNTY REGISTER OF DEEDS						
201404921		PI1031 030515	00	11/26/2014	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
201404922		PI1032 030515	00	11/26/2014	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
201404620		PI1027 030515	00	11/26/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	10.00	
201404621		PI1028 030515	00	11/26/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	10.00	
201404622		PI1029 030515	00	11/26/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	10.00	
201404623		PI1030 030515	00	11/26/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	10.00	
						VENDOR TOTAL *	60.00	
0006357	00	DREWS, DOUGLAS						
110914		PI1090 029679	00	11/26/2014	001-2027-452.20-99	GENERAL	97.00	
111614		PI1091 029679	00	11/26/2014	001-2027-452.20-99	GENERAL	71.00	
						VENDOR TOTAL *	168.00	
0001091	00	EMANUEL PRINTING INC						
06714		PI0993 030795	00	11/26/2014	001-1003-415.30-35	GENERAL	376.70	
						VENDOR TOTAL *	376.70	
0006264	00	EMS BILLING SERVICES INC						
20143298		PI0911 030831	00	11/26/2014	001-1206-422.20-99	GENERAL	5,232.12	
						VENDOR TOTAL *	5,232.12	
0006393	00	FAIRFIELD INN						
54613		GOEDEKEN PI0991 030764	00	11/26/2014	001-1305-430.20-13	GENERAL	199.90	
						VENDOR TOTAL *	199.90	
0002050	00	FASTENAL COMPANY						
NEFRE120686		PI0939 030483	00	11/26/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	151.07	
NEFRE120686		PI0940 030483	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	50.36	
NEFRE120714		PI0941 030483	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	18.86	
NEFRE120732		PI0942 030483	00	11/26/2014	012-2025-431.30-76	BLANKET PURCHASE ORDER	152.89	
NEFRE120783		PI0943 030483	00	11/26/2014	012-2025-431.30-33	BLANKET PURCHASE ORDER	26.53	
NEFRE120780		PI1015 030483	00	11/26/2014	012-2025-431.30-33	BLANKET PURCHASE ORDER	29.22	
NEFRE120780		PI1016 030483	00	11/26/2014	012-2025-431.30-52	BLANKET PURCHASE ORDER	24.00	
NEFRE120795		PI1017 030483	00	11/26/2014	012-2025-431.30-76	BLANKET PURCHASE ORDER	20.48	
						VENDOR TOTAL *	473.41	
0001107	00	FREMONT AREA MEDICAL CENTER						
265551	102414	PI0863 030516	00	11/26/2014	001-1206-422.20-35	BLANKET PURCHASE ORDER	30.00	

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0001107	00	FREMONT AREA MEDICAL CENTER						
233517	103114	PI1033 030516	00	11/26/2014	001-1206-422.30-33	BLANKET PURCHASE ORDER	957.20	
265551	102414	PI0864 030516	00	11/26/2014	001-1209-421.20-35	BLANKET PURCHASE ORDER	30.00	
265551	102414	PI0865 030516	00	11/26/2014	001-2027-452.20-35	BLANKET PURCHASE ORDER	50.00	
265551	102414	PI0866 030516	00	11/26/2014	012-2025-431.20-35	BLANKET PURCHASE ORDER	50.00	
VENDOR TOTAL *							1,117.20	
0001112	00	FREMONT ELECTRIC INC						
34079		PI0987 030701	00	11/26/2014	001-2027-452.20-60	BLANKET PURCHASE ORDER	55.00	
34079		PI0988 030701	00	11/26/2014	001-2027-452.30-48	BLANKET PURCHASE ORDER	16.41	
VENDOR TOTAL *							71.41	
0001124	00	FREMONT PRINTING CO						
14108		PI0899 030770	00	11/26/2014	001-1209-421.30-35	GENERAL	46.85	
VENDOR TOTAL *							46.85	
0001131	00	FREMONT TRIBUNE						
74721		PI0867 030517	00	11/26/2014	001-1003-415.20-33	BLANKET PURCHASE ORDER	1.80	
74725		PI0872 030517	00	11/26/2014	001-1003-415.20-33	BLANKET PURCHASE ORDER	49.09	
74760		PI0874 030517	00	11/26/2014	001-1003-415.20-33	BLANKET PURCHASE ORDER	13.42	
74761		PI0875 030517	00	11/26/2014	001-1003-415.20-33	BLANKET PURCHASE ORDER	13.42	
60000657	103114	PI0986 030651	00	11/26/2014	001-1206-422.20-33	GENERAL	249.60	
74721		PI0868 030517	00	11/26/2014	001-2021-412.20-33	BLANKET PURCHASE ORDER	3.60	
74729		PI0873 030517	00	11/26/2014	001-2021-412.20-33	BLANKET PURCHASE ORDER	5.56	
74721		PI0869 030517	00	11/26/2014	001-2027-452.20-33	BLANKET PURCHASE ORDER	1.80	
74721		PI0870 030517	00	11/26/2014	001-2031-455.20-33	BLANKET PURCHASE ORDER	1.80	
20213935		PI1101 030517	00	11/26/2014	012-2025-431.20-33	BLANKET PURCHASE ORDER	241.00	
74721		PI0871 030517	00	11/26/2014	029-2034-466.20-33	BLANKET PURCHASE ORDER	1.80	
VENDOR TOTAL *							582.89	
0006182	00	FREMONT TRUCK & AUTO PARTS INC						
155162		PI0951 030487	00	11/26/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	103.60	
155585		PI1018 030487	00	11/26/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	130.92	
154784		PI0944 030487	00	11/26/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	54.35	
154853		PI0945 030487	00	11/26/2014	012-2025-431.30-79	BLANKET PURCHASE ORDER	95.88	
154861		PI0946 030487	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	55.09	
154964		PI0947 030487	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	22.32	
155075		PI0948 030487	00	11/26/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	16.58	
155081		PI0949 030487	00	11/26/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	2.88	
155155		PI0950 030487	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	17.32	
155242		PI0952 030487	00	11/26/2014	012-2025-431.30-33	BLANKET PURCHASE ORDER	28.74	
155266		PI0953 030487	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	22.21	
155646		PI1019 030487	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	19.51	
155295		PI1092 030487	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	18.75	
VENDOR TOTAL *							588.15	
0006263	00	GALE/CENGAGE LEARNING INC						
53446459		PI0918 030853	00	11/26/2014	001-2031-455.30-51	GENERAL	181.43	
53460164		PI0919 030853	00	11/26/2014	001-2031-455.30-51	GENERAL	47.23	

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0006263	00	GALE/CENGAGE	LEARNING INC						
53513944		PI0920	030853	00	11/26/2014	001-2031-455.30-51	GENERAL	19.46	
53546889		PI1079	030853	00	11/26/2014	001-2031-455.30-51	GENERAL	47.23	
53631932		PI1080	030853	00	11/26/2014	001-2031-455.30-51	GENERAL	47.23	
							VENDOR TOTAL *	342.58	
9999999	00	GARCIA, FLORICEL							
109313	GARCIA	000075		00	11/26/2014	001-2026-347.05-00	FLORICEL GARCIA/C AUD DEP	80.00	
							VENDOR TOTAL *	80.00	
0001139	00	GERHOLD CONCRETE CO INC							
50362946		PI0954	030489	00	11/26/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	132.00	
50363597		PI0955	030489	00	11/26/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	555.00	
50364072		PI0956	030489	00	11/26/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	483.13	
50364234		PI0957	030489	00	11/26/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	245.00	
							VENDOR TOTAL *	1,415.13	
0001742	00	GRAINGER							
9588807355		PI0994	030824	00	11/26/2014	012-2025-431.30-56	FIELD PURCHASE ORDER	239.90	
							VENDOR TOTAL *	239.90	
9999999	00	HOLUB, RENEE							
109365	HOLUB	000076		00	11/26/2014	001-0000-202.04-00	RENEE HOLUB/CF MAIN ARENA	200.00	
							VENDOR TOTAL *	200.00	
0000477	00	HOUSTON EQUIPMENT CO INC, STAN							
03 269830		PI1061	030616	00	11/26/2014	012-2025-431.30-76	FIELD PURCHASE ORDER	1,589.00	
							VENDOR TOTAL *	1,589.00	
0005202	00	HURST LAWN SERVICE LLC							
12403		PI1006	029848	00	11/26/2014	001-2031-455.20-99	GENERAL	290.00	
12814		PI1007	029848	00	11/26/2014	001-2031-455.20-99	GENERAL	250.00	
12403		PI1008	029849	00	11/26/2014	001-2031-455.20-99	GENERAL	125.00	
12814		PI1062	030640	00	11/26/2014	001-2031-455.20-99	GENERAL	110.00	
							VENDOR TOTAL *	775.00	
0001167	00	HY-VEE							
2138824073		PI0958	030490	00	11/26/2014	001-1206-422.30-79	BLANKET PURCHASE ORDER	45.80	
2138084340		PI1021	030490	00	11/26/2014	001-2031-455.30-41	BLANKET PURCHASE ORDER	106.99	
2138366209		PI1022	030490	00	11/26/2014	001-2031-455.30-41	BLANKET PURCHASE ORDER	6.35-	
2138490633		PI1023	030490	00	11/26/2014	001-2031-455.30-41	BLANKET PURCHASE ORDER	111.66	
2138532687		PI1024	030490	00	11/26/2014	001-2031-455.30-41	BLANKET PURCHASE ORDER	6.03-	
							VENDOR TOTAL *	252.07	
0005752	00	IMA INC - BENEFITS DIVISION							
961632		PI0853	030464	00	11/26/2014	060-0660-441.70-07	BLANKET PURCHASE ORDER	3,750.00	
							VENDOR TOTAL *	3,750.00	
0003478	00	INSPRO INC							

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609203		PI0985	030541	00	11/26/2014	001-1015-415.20-47	FIELD PURCHASE ORDER	50.00	
609493		PI1040	030541	00	11/26/2014	001-1015-415.20-47	FIELD PURCHASE ORDER	50.00	
VENDOR TOTAL *								100.00	
0003074	00	JACKSON SERVICES INC							
NOV 2014		PI1034	030519	00	11/26/2014	001-1013-432.20-99	BLANKET PURCHASE ORDER	62.40	
NOV 2014		PI1035	030519	00	11/26/2014	001-1206-422.20-91	BLANKET PURCHASE ORDER	53.00	
NOV 2014		PI1036	030519	00	11/26/2014	001-1209-421.20-91	BLANKET PURCHASE ORDER	191.50	
NOV 2014		PI1037	030519	00	11/26/2014	001-2027-452.20-99	BLANKET PURCHASE ORDER	100.05	
NOV 2014		PI1038	030519	00	11/26/2014	001-2031-455.20-99	BLANKET PURCHASE ORDER	116.00	
NOV 2014		PI1039	030519	00	11/26/2014	012-2025-431.20-99	BLANKET PURCHASE ORDER	266.53	
VENDOR TOTAL *								789.48	
0004708	00	KENCO LEASING COMPANY							
028958		PI0890	030582	00	11/26/2014	001-1209-421.20-70	BLANKET PURCHASE ORDER	75.00	
028974		PI0891	030582	00	11/26/2014	001-1209-421.20-70	BLANKET PURCHASE ORDER	300.00	
VENDOR TOTAL *								375.00	
0002898	00	LARSEN INTERNATIONAL							
T77927		PI0959	030494	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	5.25	
T77952		PI0960	030494	00	11/26/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	16.88	
T77952		PI0961	030494	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	16.42	
T77954		PI0962	030494	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	255.52	
T77973		PI0963	030494	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	32.84	
T78030		PI0964	030494	00	11/26/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	44.46	
T78039		PI0965	030494	00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	3.90	
VENDOR TOTAL *								375.27	
9999999	00	LINARES, ALISSA							
109322	LINARES	000077		00	11/26/2014	001-0000-202.04-00	ALISSA LINARES/C AUD DEP	100.00	
VENDOR TOTAL *								100.00	
0004881	00	LINCOLN PHYSICAL THERAPY ASSOCIATES							
196 101714		PI0876	030520	00	11/26/2014	001-1206-422.20-35	BLANKET PURCHASE ORDER	31.00	
VENDOR TOTAL *								31.00	
0002671	00	LOGAN CONTRACTORS SUPPLY INC							
J60740		PI0910	030828	00	11/26/2014	012-2025-431.30-69	FIELD PURCHASE ORDER	89.95	
VENDOR TOTAL *								89.95	
0004744	00	LOGISTECH INC							
144124		PI1047	030569	00	11/26/2014	001-2031-455.30-51	GENERAL	100.63	
VENDOR TOTAL *								100.63	
0004965	00	MARCHIO LIBRARY SERVICES, MARY							
110414		PI0895	030681	00	11/26/2014	001-2031-455.20-99	GENERAL	1,335.50	
VENDOR TOTAL *								1,335.50	

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0006212 10244786	00	MATHESON TRI-GAS INC PI0861 030495	00	11/26/2014	001-1206-422.30-32	BLANKET PURCHASE ORDER	35.20	
						VENDOR TOTAL *	35.20	
0001229 67422 65956 66624 66682 66685 66685 66467	00	MENARDS - FREMONT PI1025 030497 PI0966 030497 PI0968 030497 PI0969 030497 PI0970 030497 PI0971 030497 PI0967 030497	00	11/26/2014	001-1305-430.30-33 001-2027-452.30-49 001-2027-452.30-49 001-2027-452.30-49 001-2027-452.30-33 001-2027-452.30-49 029-2034-466.30-48	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	59.96 51.90 14.78 11.99- 20.64 30.59 21.98	
						VENDOR TOTAL *	187.86	
9999999 109321	00	MENDOZA, LUPE MENDOZA 000078	00	11/26/2014	001-0000-202.04-00	LUPE MENDOZA/COMM RM DEP	50.00	
						VENDOR TOTAL *	50.00	
0006342 37653 37660	00	MID-IOWA SOLID WASTE EQUIPMENT CO PI1001 030846 PI1002 030846	00	11/26/2014	012-2025-431.30-56 012-2025-431.30-56	FIELD PURCHASE ORDER FIELD PURCHASE ORDER	62.94 53.93	
						VENDOR TOTAL *	116.87	
0002074 0012739	00	MIDWEST SERVICE & SALES CO PI1072 030808	00	11/26/2014	012-2025-431.30-76	FIELD PURCHASE ORDER	449.35	
						VENDOR TOTAL *	449.35	
0004095 92285225 92295219 92295441 92301310 92301852 92310637 92310639 92310690 92313804 92313806 92316813	00	MIDWEST TAPE PI0884 030570 PI0885 030570 PI0886 030570 PI0887 030570 PI0888 030570 PI1048 030570 PI1049 030570 PI1050 030570 PI1051 030570 PI1052 030570 PI1053 030570	00	11/26/2014	001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51	GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL	23.84 25.84 186.20 37.68 51.84 25.34 23.84 55.52 349.92 185.56 117.60	
						VENDOR TOTAL *	1,083.18	
0002421 98426379	00	MOORE MEDICAL LLC PI1077 030847	00	11/26/2014	001-1206-422.30-33	GENERAL	496.01	
						VENDOR TOTAL *	496.01	
0005038 00571366 00571489	00	MUNICIPAL EMERGENCY SERVICE-FREMONT PI0992 030787 PI1063 030749	00	11/26/2014	001-1206-422.30-56 001-1206-422.30-56	GENERAL GENERAL	432.45 179.45	
						VENDOR TOTAL *	611.90	

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0003794 32262	00	NEBR CUSTOM COVER PI0972 030499	00	11/26/2014	001-2027-452.30-76	BLANKET PURCHASE ORDER	128.00	
						VENDOR TOTAL *	128.00	
0003460 457185	00	NEBR PUBLIC HEALTH ENVIRONMENTAL PI0900 030789	00	11/26/2014	001-1209-421.20-99	GENERAL	105.00	
						VENDOR TOTAL *	105.00	
0006329 OCT 2014	00	NNSWC LANDFILL 000072	00	11/26/2014	001-1013-432.20-21	OCT 2014	63,162.55	
						VENDOR TOTAL *	63,162.55	
0005773 INV021097 INV021256	00	NORTHERN TRUCK EQUIPMENT CORP PI1064 030776 PI1065 030776	00	11/26/2014	012-2025-431.30-56 012-2025-431.30-56	FIELD PURCHASE ORDER FIELD PURCHASE ORDER	520.52 99.32	
						VENDOR TOTAL *	619.84	
0001020 0397-242575 0397-240302 0397-238705 0397-239606 0397-239630 0397-239632	00	O'REILLY AUTOMOTIVE INC PI1026 030501 PI0977 030501 PI0973 030501 PI0974 030501 PI0975 030501 PI0976 030501	00	11/26/2014	001-1206-422.30-63 001-1209-421.30-63 012-2025-431.30-56 012-2025-431.30-63 012-2025-431.30-63 012-2025-431.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	15.99 17.28 11.98 88.76 151.83 5.29	
						VENDOR TOTAL *	291.13	
0005807 0000353764	00	OCLC INC PI1060 030610	00	11/26/2014	001-2031-455.20-93	GENERAL	1,071.52	
						VENDOR TOTAL *	1,071.52	
0002888 758399-0 758013-0 758518-0 757906-0 758387-0	00	OFFICENET PI0909 030823 PI0880 030531 PI0998 030832 PI1074 030817 PI0908 030821	00	11/26/2014	001-1007-415.30-31 001-1206-422.20-95 001-1206-422.30-31 001-1206-422.30-31 001-2029-451.30-31	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER GENERAL GENERAL GENERAL	45.69 158.18 169.95 111.30 92.33	
						VENDOR TOTAL *	577.45	
0000953 8798	00	OUTDOOR RECREATION PRODUCTS PI0852 030428	00	11/26/2014	001-2027-452.40-13	GENERAL	1,136.00	
						VENDOR TOTAL *	1,136.00	
9999999 109340	00	PENTEL, ADAM PENTEL 000079	00	11/26/2014	001-0000-202.04-00	ADAM PENTEL/KEY RETURN	30.00	
						VENDOR TOTAL *	30.00	
0001630 1410210000	00	PROJECT HARMONY 0914PI0912 030835	00	11/26/2014	001-1209-421.20-99	GENERAL	150.00	
						VENDOR TOTAL *	150.00	

PREPARED 11/20/2014, 8:56:48
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 City of Fremont
 General Fund

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002876 154824	00	RAWHIDE CHEMOIL INC PI0915 030843	00 11/26/2014	001-1206-422.30-44	FIELD PURCHASE ORDER	1,161.23	
					VENDOR TOTAL *	1,161.23	
0003505 75030378 75033323 75035470	00	RECORDED BOOKS INC PI0894 030607 PI1057 030607 PI1058 030607	00 11/26/2014 00 11/26/2014 00 11/26/2014	001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51	GENERAL GENERAL GENERAL	56.90 93.44 65.25	
					VENDOR TOTAL *	215.59	
0006449 0016201 0016202 0016201	00	ROCO RESCUE INC PI1070 030786 PI1071 030786 PI1078 030852	00 11/26/2014 00 11/26/2014 00 11/26/2014	001-1206-422.20-13 001-1206-422.20-13 001-1206-422.20-13	GENERAL GENERAL GENERAL	2,445.00 1,095.00 2,445.00	
					VENDOR TOTAL *	5,985.00	
0005204 418733 418733	00	ROEHR SAFETY PRODUCTS, ED PI0902 030792 PI0903 030792	00 11/26/2014 00 11/26/2014	001-1209-421.20-11 001-1209-421.30-79	GENERAL GENERAL	20.49 211.80	
					VENDOR TOTAL *	232.29	
0006203 141100934	00	SCREENING ONE INC PI0916 030844	00 11/26/2014	012-2025-431.20-99	BLANKET PURCHASE ORDER	13.00	
					VENDOR TOTAL *	13.00	
0000211 0185784-IN 0185784-IN	00	SIRCHIE FINGER PRINT LABORATORIES PI1004 030850 PI1005 030850	00 11/26/2014 00 11/26/2014	001-1209-421.20-11 001-1209-421.30-32	GENERAL GENERAL	60.00 419.90	
					VENDOR TOTAL *	479.90	
0005847 2014 DOG TAGS	00	STATE TREASURER PI1088 030873	00 11/26/2014	001-1003-415.20-99	FIELD PURCHASE ORDER	1,189.22	
					VENDOR TOTAL *	1,189.22	
0005482 01007	00	TASTE OF HOME BOOKS PI1081 030854	00 11/26/2014	001-2031-455.30-51	GENERAL	31.98	
					VENDOR TOTAL *	31.98	
0002718 830610716	00	THOMSON REUTERS - WEST PI0897 030736	00 11/26/2014	001-1016-412.30-51	BLANKET PURCHASE ORDER	279.34	
					VENDOR TOTAL *	279.34	
0001339 14331 14331	00	TIMME WELDING & SUPPLY LLC PI0922 028803 PI0923 028803	00 11/26/2014 00 11/26/2014	001-2027-452.20-60 001-2027-452.30-56	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	8.00 32.40	
					VENDOR TOTAL *	40.40	
0006063 4983968	00	TITAN MACHINERY INC (VICTORS) PI0862 030511	00 11/26/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	132.00	

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 General Fund

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006063	00	TITAN MACHINERY INC (VICTORS)									
5016353		PI0979 030511 00	11/26/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	24.00					
4989974		PI0978 030511 00	11/26/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	17.00					
					VENDOR TOTAL *	173.00					
0004745	00	UNIQUE MANAGEMENT SERVICES INC									
295118		PI1059 030609 00	11/26/2014	001-2031-455.20-99	GENERAL	161.10					
					VENDOR TOTAL *	161.10					
0002032	00	VAN DIEST SUPPLY CO									
3768		PI0995 030826 00	11/26/2014	001-2027-452.30-32	GENERAL	7,612.80					
3768		PI0996 030826 00	11/26/2014	001-2027-452.30-32	GENERAL	793.00					
3768		PI0997 030826 00	11/26/2014	001-2042-440.30-32	GENERAL	2,379.00					
					VENDOR TOTAL *	10,784.80					
0006436	00	VISA									
030815		PETERS PI1075 030841 00	11/26/2014	001-1206-422.20-13	GENERAL	586.70					
032915		MONAGHANPI1076 030841 00	11/26/2014	001-1206-422.20-13	GENERAL	465.70					
030815		OLIVERUSPI1082 030856 00	11/26/2014	001-1206-422.20-13	GENERAL	586.70					
					VENDOR TOTAL *	1,639.10					
0003337	00	WASTE CONNECTIONS INC									
4138023		PI0981 030527 00	11/26/2014	001-1206-422.20-99	BLANKET PURCHASE ORDER	157.70					
4138023		PI0982 030527 00	11/26/2014	001-1209-421.20-99	BLANKET PURCHASE ORDER	204.19					
4138023		PI0983 030527 00	11/26/2014	001-1410-421.20-99	BLANKET PURCHASE ORDER	85.00					
4137902		PI0980 030527 00	11/26/2014	001-2031-455.20-99	BLANKET PURCHASE ORDER	66.92					
4138023		PI0984 030527 00	11/26/2014	012-2025-431.20-99	BLANKET PURCHASE ORDER	165.95					
					VENDOR TOTAL *	679.76					
0005116	00	WIESE PLUMBING & EXCAVATING INC									
13346		PI0924 030433 00	11/26/2014	001-2027-452.20-60	GENERAL	793.00					
13346		PI0925 030433 00	11/26/2014	001-2027-452.30-49	GENERAL	793.00					
					VENDOR TOTAL *	1,586.00					
0005518	00	WINDSTREAM OF THE MIDWEST INC									
4027272630		1014PI1102 030771 00	11/26/2014	001-1015-415.20-12	BLANKET PURCHASE ORDER	154.09					
					VENDOR TOTAL *	154.09					
0001337	00	30 BOWL									
8/21/14-10/9/14		PI1009 030420 00	11/26/2014	001-2029-451.20-16	GENERAL	1,814.00					
					VENDOR TOTAL *	1,814.00					
					VENDOR TOTAL *	133,286.70					
		00 General Fund			BANK TOTAL *						

PREPARED 11/20/2014, 8:56:48
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City of Fremont
Employee Benefits

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005708	00	REGIONAL CARE INC						
11/19/14	MANUAL	000081	01	11/19/2014	060-0660-441.70-01	11/19/14 MANUAL CLAIMS	CHECK #: 100579	63,940.04
						VENDOR TOTAL *	.00	63,940.04
			01	Employee Benefits		BANK TOTAL *	.00	63,940.04

PREPARED 11/20/2014, 8:56:48
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City of Fremont
Keno Fund

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME							
INVOICE		VOUCHER P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
NO		NO NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
0003400	00	VILLAGE OF INGLEWOOD							
OCT 2014		PI1041 030547	04	11/26/2014	020-2066-490.60-15	FIELD PURCHASE ORDER	2,034.73		
						VENDOR TOTAL *	2,034.73		
			04	Keno Fund		BANK TOTAL *	2,034.73		

PREPARED 11/20/2014, 8:56:48
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City of Fremont
CDBG Clearing

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0003608	00	NORTHEAST NEBR ECONOMIC DEV DIST							
101614	101004	PI0877	030521	08	11/26/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	2,656.00	
101614	101016	PI0878	030521	08	11/26/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	2,650.00	
VENDOR TOTAL *								5,306.00	
08 CDBG Clearing				BANK TOTAL *				5,306.00	

PREPARED 11/20/2014, 8:56:48
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City of Fremont
E911

EXPENDITURE APPROVAL LIST
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BANK: 09

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003467 285186	00	APCO INTERNATIONAL INC PI0914 030840	09 11/26/2014	033-0789-421.20-93	BLANKET PURCHASE ORDER	92.00	
					VENDOR TOTAL *	92.00	
0001759 4999171	00	ATS "THE BEEPER PEOPLE" PI0889 030579	09 11/26/2014	033-0789-421.20-12	BLANKET PURCHASE ORDER	329.40	
					VENDOR TOTAL *	329.40	
0002675 4026440105 4026440105	00	CENTURYLINK (QWEST) 1014PI0989 030746 1014PI0990 030746	09 11/26/2014 09 11/26/2014	033-0789-421.20-12 033-0789-421.20-12	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	143.49 1,650.08	
					VENDOR TOTAL *	1,793.57	
0005074 92545 92546	00	D&D COMMUNICATIONS PI1086 030870 PI1087 030870	09 11/26/2014 09 11/26/2014	033-0789-421.20-60 033-0789-421.20-60	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	784.35 1,459.21	
					VENDOR TOTAL *	2,243.56	
0004678 3484770	00	LANGUAGE LINE SERVICES PI1054 030583	09 11/26/2014	033-0789-421.20-99	BLANKET PURCHASE ORDER	52.20	
					VENDOR TOTAL *	52.20	
0006103 141104-0264	00	MCCOOKNET INC PI0898 030741	09 11/26/2014	033-0789-421.20-12	BLANKET PURCHASE ORDER	99.00	
					VENDOR TOTAL *	99.00	
0006173 102714 HOLZERLDPI	00	NEBR CHAPTER OF APCO 0896 030727	09 11/26/2014	033-0789-421.20-13	BLANKET PURCHASE ORDER	119.00	
					VENDOR TOTAL *	119.00	
0006203 141100934	00	SCREENING ONE INC PI0917 030844	09 11/26/2014	033-0789-421.20-99	BLANKET PURCHASE ORDER	13.00	
					VENDOR TOTAL *	13.00	
0003375 902538	00	STATE OF NEBRASKA - CELLULAR PI0879 030525	09 11/26/2014	033-0789-421.20-12	BLANKET PURCHASE ORDER	768.00	
					VENDOR TOTAL *	768.00	
			09 E911		BANK TOTAL *	5,509.73	
					HAND ISSUED TOTAL ***		63,940.04
					TOTAL EXPENDITURES ****	146,137.16	63,940.04
				GRAND TOTAL	*****		210,077.20

PREPARED 11/18/2014, 14:04:32
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City of Fremont
General Fund

EXPENDITURE APPROVAL LIST
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BANK: 00

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0001354	00	UNITED WAY - FREMONT AREA						
						VENDOR TOTAL *	46.94	
			00	General Fund		BANK TOTAL *	75,797.58	162,766.45

PREPARED 11/18/2014, 14:04:32
PROGRAM: GM339L
City of Fremont
Employee Benefits

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO		NO NO						AMOUNT	
0005708	00	REGIONAL CARE INC							
11/10/14	MANUAL000068		01	11/10/2014	060-0660-441.70-01	11/10/14 AUTO CLAIMS	CHECK #: 100576	715.59	
11/13/14	MANUAL000069		01	11/13/2014	060-0660-441.70-01	11/13/14 MANUAL CLAIMS	CHECK #: 100577	72,419.36	
11/17/14	MANUAL000070		01	11/17/2014	060-0660-441.70-01	11/17/14 AUTO CLAIMS	CHECK #: 100578	1,062.24	
VENDOR TOTAL *							.00	74,197.19	
0003405	00	WORKERS' COMPENSATION FUND							
11/10/14	MANUAL000067		01	11/10/2014	061-0000-101.12-00	OCT 14 ACTIVITY	CHECK #: 100575	18,153.30	
VENDOR TOTAL *							.00	18,153.30	
01 Employee Benefits							BANK TOTAL *	.00	92,350.49
HAND ISSUED TOTAL ***								92,350.49	
EFT/EPAY TOTAL ***								162,766.45	
TOTAL EXPENDITURES ****							75,797.58	255,116.94	
GRAND TOTAL *****								330,914.52	

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: November 20, 2014

SUBJECT: SPECIAL DESIGNATED PERMITS

Recommendation: Move to approve Resolution

Background: Events will be monitored for compliance with all rules and regulations.

#6

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, approving Special Designated Permit applications for Rise's Drive-In Liquor (1/10/15, 6/13/15)

RESOLVED: That the Fremont City Council approve the applications for a Special Designated permit applications as outlined herein:

<u>Requester</u>	<u>Property</u>	<u>Date</u>	<u>Purpose</u>
Rise's Drive-In Liquor	925 North Broad	January 10, 2015	reception
Rise's Drive-In Liquor	1710 West 16th	June 13, 2015	reception

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

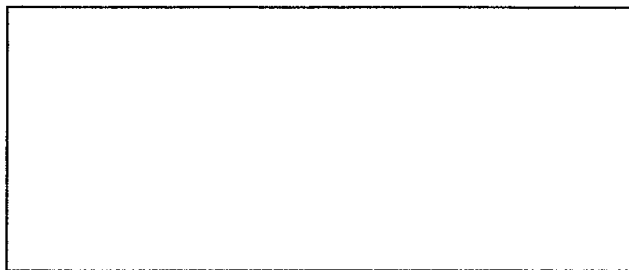
Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

APPLICATION FOR SPECIAL
DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES ☐ NO ☒

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

DK-74918

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: RISE'S DRIVE-IN LIQUOR, INC.

ADDRESS: 1900 E. MILITARY #284

CITY FREMONT, NE ZIP 68025

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME FREMONT City Auditorium

ADDRESS: 925 N. BROAD ST. CITY FREMONT, NE

ZIP 68025 COUNTY and COUNTY # DODGE #5

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☒ NO ☐

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>JAN. 10, 2015</u>	Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>1:00 PM</u>	To	To	To	To	To
To <u>1:00 AM</u>	To	To	To	To	To

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☒ Reception ☐ Fund Raiser ☐ Beer Garden ☐ Sampling/Tasting

Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 100' x 120'
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET _____ x _____

*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)

If outdoor area, how will premises be enclosed?

____ Fence; ____ snow fence ☐ chain link ☐ cattle panel

____ other _____

____ Tent

8. How many attendees do you expect at event? 300

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

SECURITY & WRIST BANDS

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES ☒ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler _____ Retailer _____ Both _____ BYO _____
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

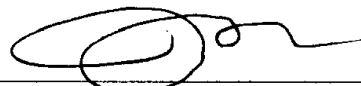
Print name of Event Supervisor JEFF RISE

Signature of Event Supervisor 

Event Supervisor phone: Before 402-721-7778 During 402-719-9689
Email address _____

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

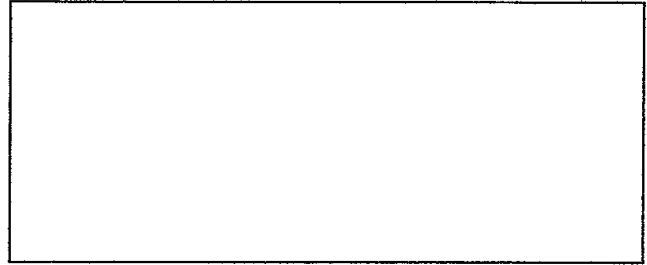
sign here  PRESIDENT 11-7-14
Authorized Representative/Applicant Title Date
JEFF RISE
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

APPLICATION FOR SPECIAL
DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

DO YOU NEED POSTERS? YES ☐ NO ☒

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

DK-74918

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: RISE'S DRIVE-IN LIQUOR, INC.

ADDRESS: 1900 E. MILITARY #284

CITY FREMONT, NE ZIP 68025

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME CHRISTENSEN FIELD

ADDRESS: 1710 W. 16TH CITY FREMONT, NE

ZIP 68025 COUNTY and COUNTY # DODGE #5

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☐ NO ☒

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>JUNE 13, 2015</u>	Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>1:00 PM</u>	To	To	To	To	To
To <u>1:00 AM</u>	To	To	To	To	To

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☒ Reception ☐ Fund Raiser ☐ Beer Garden ☐ Sampling/Tasting

Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 150' x 120'
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET _____ x _____

*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)

If outdoor area, how will premises be enclosed?

____ Fence; ____ snow fence ☐ chain link ☐ cattle panel

____ other _____

____ Tent

8. How many attendees do you expect at event? 600

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

SECURITY & WRIST BANDS

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES ☒ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler _____ Retailer _____ Both _____ BYO _____
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor JEFF RISE

Signature of Event Supervisor 

Event Supervisor phone: Before 402-721-7778 During 402-719-9689
Email address _____

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here


Authorized Representative/Applicant

PRESIDENT
Title

11-7-14
Date

JEFF RISE
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: NOVEMBER 20, 2014

SUBJECT: CONSUME ALCOHOL

Recommendation: Approve Resolution

Background: Per State Statute and City Code consumption of alcohol on public property must be approved by the local government.

#7

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF FREMONT, NEBRASKA, APPROVING CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY AS FOLLOWS: CITY AUDITORIUM (4/18/2015)

Requestor:

Paul Stibor

Date:

April 18, 2015

Purpose:

wedding reception

City Property

City Auditorium

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

Please
Complete
& return

CITY OF
FREMONT
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK.

EMAIL, FAX OR MAIL THE FORM:

CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778
KIM.VOLK@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV

You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd and last Tuesday of every month. Agenda deadline is Thursday before the meeting.

On behalf of Paul D (pete) Stibor I respectfully request permission
Organization or Individual

to consume alcohol beverages on April 18th 2015 at City Auditorium
Date Location

for a Wedding Reception
Type of Event

****Please indicate which facility you will be renting****

☐ Christensen Field

☒ City Auditorium

I understand that I must contract with a retail liquor license holder to procure a special designated permit from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

I have read and understand the printed requirements for the facility that I have indicated above:

Paul D. Stibor
Print Name

[Signature]
Signature

221 Willowood Ln
Address City State & Zip
North Bend NE
68649

402-720-0212
Phone

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: NOVEMBER 20, 2014

SUBJECT: NUISANCE LIEN 228 NORTH DRIVE

Recommendation: Move to approve Resolution.

Background: Owner/occupant has been billed for work done by the Street Department as ordered by the Building Department. Bill remains unpaid after two months. State statute allows the City to file a lien against the property. Lien is in the amount of \$250.61. Owner on record when work was completed is Terry Klahn.

#8

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, levying a special tax and assessment in the amount of \$250.61 upon Lot 5, Block 7, Empire City 2nd (228 North Drive - owner: Terry Klahn) in Dodge County, Nebraska, to pay the costs of weed and debris removal.

WHEREAS, The Chief of Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Lot 5, Block 7, Empire City 2nd, and

WHEREAS, The City Council, under the direction of the Building Department, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

WHEREAS, The cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged upon Lot 5, Block 7, Empire City 2nd (228 North Drive - owner: Terry Klahn) a special assessment in the amount of \$250.61 to pay the cost of nuisance removal.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: NOVEMBER 20, 2014

SUBJECT: NUISANCE LIEN 236 NORTH BELL

Recommendation: Move to approve Resolution.

Background: Owner/occupant has been billed for work done by the Street Department as ordered by the Building Department. Bill remains unpaid after two months. State statute allows the City to file a lien against the property. Lien is in the amount of \$250.61. Owner on record when work was completed is David Eix.

#9

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, levying a special tax and assessment in the amount of \$250.61 upon part of West 1/2 Lots 1, 2 and 3, Block 31 and Tax Lot 101 R Kittles (236 North Bell - owner: David Eix) in Dodge County, Nebraska, to pay the costs of weed and debris removal.

WHEREAS, The Chief of Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as part of West 1/2 Lots 1, 2 and 3, Block 31 and Tax Lot 101 R Kittles, and

WHEREAS, The City Council, under the direction of the Building Department, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

WHEREAS, The cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged upon part of West 1/2 Lots 1, 2 and 3, Block 31 and Tax Lot 101 R Kittles (236 North Bell - owner: David Eix) a special assessment in the amount of \$250.61 to pay the cost of nuisance removal.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: NOVEMBER 20, 2014

SUBJECT: ENCODE360 UDO ONLINE AGREEMENT

Recommendation: Move to approve Resolution

Background: On December 30, 2013 City Council approved the software license agreement with EnCode-360 LLC for the use of enCode-90. EnCode 90 is software that can be used by citizens, developers and staff to maneuver through the Unified Development Ordinance.

The agreement that was presented to Council on December 30, 2013 needed updated to include language as requested by City Attorney Paul Payne and EnCode-260 LLC. EnCode-360 LLC made several changes to the contract, most of the changes were minor in nature and clarified sections dealing with pro-rating refunds, web access to the software, and the timing of tech support response. Two major changes were made including section 34) Providing for the parties to indemnify each other and changing the jurisdiction from Texas to Nebraska. The language has been incorporated and is, therefore, being brought back before Council for approval.

Because the original agreement approved by Resolution No. 2013-268 was never executed by the City, the resolution is being rescinded. The approval of the proposed Resolution authorizing the updated contract will allow the continuing use of the online functions of the software with the draft UDO.

Fiscal Impact: The previous staff report from December 2013 stated the first year cost would be \$5,750. The actual cost was \$3250 and was paid in April 2014. The staff report stated the second year fee would be \$5,000 but the actual 2015 license is \$3,000. Funds will be expensed out of 001-2024-416-2065.

#10

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, TO AUTHORIZE EXECUTION OF A PROFESSIONAL AGREEMENT WITH ENCODE-360 LLC FOR THE ON-LINE UNIFIED DEVELOPMENT CODE.

WHEREAS, EnCode-260 LLC provides software for the public, developers and city staff to maneuver online thru the draft Unified Development Ordinance; and,

WHEREAS, The City Council previously adopted Resolution No. 2013-268 authorizing the execution of a professional services agreement with EnCode-360 LLC for the online software; and,

WHEREAS, The agreement that was presented to City Council in conjunction with Resolution No. 2013-268 needed language revisions per City Attorney Paul Payne and was, therefore, never executed by the Mayor of the City of Fremont; and,

WHEREAS, Requested changes have now been incorporated in the agreement and are satisfactory to both EnCode-360 LLC and City Attorney Paul Payne

NOW THEREFORE BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute a professional services agreement with EnCode-360 LLC for online software for the draft Unified Development Ordinance.

NOW THEREFORE BE IT FURTHER RESOLVED: That Resolution No. 2013-268 is hereby rescinded.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC
City Clerk



1415 Highway 6 South, Suite A-300
Sugar Land, Texas 77478

enCode-360™ Software License

LICENSEE: FREMONT, NEBRASKA

This Software License ("Agreement" or "License") is made as of the date of the last signature below, between EnCode-360, LLC, a Texas Limited Liability Company ("Licensor"), and the City of Fremont, Nebraska, a municipality of the State of Nebraska ("Licensee").

1. **License Grant.** This is an Agreement between Licensor and Licensee, with a term as set out in Section 3, below. Licensor grants licensee a non-transferable, non-exclusive, limited, non-assignable license with no right to sublicense, to use the software covered by this Agreement pursuant to the terms of this Agreement including payment of all applicable License Fees. This License gives only certain rights to Licensee. All other rights are reserved to Licensor.
2. **Software Covered by this License.** The terms of this Agreement apply to Licensee's use of the following software: enCode-90.
3. **Term of License.**
 - a. The term of this Agreement is the period from January 1, 2014 (effective date) to December 31, 2015, and is automatically renewable annually thereafter, unless terminated as provided in Section 3.b. or 3.c., below.
 - b. Either party may terminate this License by providing the other party with written notice of termination delivered at least 30 days prior to the date of termination. Upon receipt of any notice by the Licensee to terminate this Agreement, fees for such maintenance and support paid in advance, if any, shall be returned to the Licensee on a pro rata basis.
 - c. Either party may terminate this license in the event of a material breach by the other party by giving notice of termination to the breaching party at least 30 days prior to the effective date of the termination, provided, however, no such termination shall become effective if the breaching party cures the breach within 30 days of the termination notice or, if it is not possible to fully cure the breach within said time period, commences cure and diligently pursues the same to conclusion.
 - d. Licensor may terminate this License if, in Licensor's sole discretion, changes in Internet technologies (including software platforms, web browsers, and other technologies that allow the Software to operate) make Licensor's performance of this Agreement technically infeasible.
 - e. Upon termination of this Agreement, Licensor is not obligated to return all of Licensee's EnCode-360 content to Licensee. Licensee has full, unlimited access to the EnCode-360 content through its password-protected maintenance module. This access allows the City to export the content to Microsoft Word and Adobe PDF. Also, as set out in Section 13, Security and Backup, the Licensee may save the



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Sugar Land, Texas 77478

document at any time in HTML format or as a web archive file. For an additional fee based on Licensor's then-current technical support rates, Licensor may offer export services to convert the content into other file formats and deliver them to Licensee electronically or on optical or other solid-state media.

4. **License Fees.** The annual license fee for this License and each subsequent year that this License is renewed, is \$3,000.00, which includes the software escrow fee. Such license and software escrow fees shall be payable as follows:
 - a. **Year 1:** The amount of \$3,250.00 (including a \$250 one-time software escrow initiation fee) is due upon execution of this Agreement. This fee is for the license period between January 1, 2014 (effective date) and December 31, 2014.
 - b. **Year 2:** The year 2 license and escrow fee of \$3,000.00 is due December 15, 2014. The fee is for the license period between January 1, 2015 and December 31, 2015.
 - c. **Subsequent years:** The license fee for the 2016-2017 license year and subsequent years will be the standard license fee charged for comparable enCode-90[®] implementations. enCode-360, LLC will provide advance notification to the City of the amount of the license fee for subsequent license years.
 - d. In the event this Agreement is terminated by Licensee with six (6) months or more remaining on the current term, Licensee shall receive a pro-rated refund of the remaining fee. In the event Licensee terminates the Agreement with less than six (6) months remaining on the term of the License, Licensee shall not receive any refund of any fees.
 - e. The annual escrow fee payment set forth in paragraph 15 is due and payable with the annual license fee.
5. **Scope of License / Use of Software.** The Software is an Internet-based information processing and publication service that uses content created by Licensee, or by Licensor under separate agreement with Licensee. Licensor will provide Licensee access to the Internet-based interfaces, including password-protected access to maintenance features, as may be applicable to the enCode-90 Software. Licensee may use the Software through its Internet-based interfaces as follows:
 - a. enCode-90 may be used to develop, view, access, use, print, copy, edit, publish, utilize, administer, amend, repeal, and solicit and process comments on the Fremont Unified Development Ordinance; and
 - b. Other uses as prescribed by this or subsequent agreements between Licensor and Licensee.
6. **Limitations on Use of Software.** Licensee **must not**:
 - a. Reverse engineer, reverse assemble, decompile or disassemble the Software, or otherwise attempt to derive source code from the Software or any component thereof;



- b. Publish or distribute materials for which Licensee does not have intellectual property rights, or which are outside of the scope of this License;
 - c. Access the server-side programs and source code upon which the Software is based, except to use the Internet-based interfaces provided by Licensor, and except for the HTML and browser-based script code that the server-side programs generate and deliver to end-users;
 - d. Alter the functionality of the software including by composition or injection of unapproved software or services;
 - e. Copy, reproduce, modify, sell, lease, sub-license, market, or commercially exploit in any way the Software or any component thereof (including the further distribution or blank forms or templates) other than as expressly agreed to in this Agreement; and
 - f. Use, or permit the use of, the Software except within the scope set out in Section 6. Licensee agrees that it shall not perform services for profit for third parties using the Software including, but not limited to, any consultant, service bureau, time-sharing, lease, distribution or re-sale, rental, application service provider arrangement, or any other arrangement.
7. **Warranty Against Infringement.** Licensor warrants that the copyright in and to the Software is owned by Licensor or is distributed by Licensor under a valid current license, that it has the right to license the Software, and that there are no pending liens, claims, or encumbrances against the Software or Licensor pertaining to the Software. Licensor agrees to notify Licensee of any actual or anticipated claims made against it or its customers for patent or copyright infringement in the use of the Software. Licensor agrees to indemnify, hold harmless, and defend Licensee, its employees, officers, agents and representatives, against any and all patent, copyright, trademark, service mark, trade secret or other intellectual property claims ("Infringement claims") that may be brought against Licensee as the result of its use of the Software as authorized by this License. Licensee shall have the right to participate in the defense of any such Infringement claims at Licensee's cost and expense. However, in the event Licensee retains its own legal counsel, Licensee shall pay for such independent representation. In the event that it is determined that the Software violates any intellectual property rights, or if an injunction is obtained against Licensee's continued use of the Software by reason of an Infringement claim, Licensor may (a) procure for the Licensee the right to continue using the Software as contemplated hereunder; (b) modify the Software so that it becomes non-infringing but continues to provide the same functionality as the original Software; (c) replace the software with non-infringing software that continues to provide the same functionality as the original Software; or (d) if modification or replacement cannot be accomplished in a manner that continues to provide the same functionality, Licensor may terminate this License and shall be entitled to a pro-rated refund of the license fee paid for the balance of the year in which the infringement was alleged or determined.
8. **Limitations of Software.** The Software is provided to facilitate access to information via the Internet. The Software is not a substitute for human judgment, which is necessary for administration of ordinances and administrative rules.



9. Technical Support.

- a. Technical support is available at a rate of \$145 per hour until December 31, 2015. For the license year commencing January 1, 2016, technical support fees are subject to annual adjustment, and will be based on the standard schedule of professional fees for the year in which the support occurs.
- b. Licensor agrees to provide telephone or web-based technical support regarding the use of enCode-90 service to Licensee within four hours of initial telephone contact by Licensee during Licensor's business hours, or at a mutually agreeable time. Duration to resolution is not bound and licensor may deem a request as unresolvable.
- c. With respect to addressing errors which may arise in the enCode-90 software, Licensor agrees to commence its best efforts to resolve such errors as soon as reasonably possible after notice by Licensee. Generally, Licensor will commence error resolution on the same day as the notice, and if reasonably practicable, will provide Licensee with Licensor's best good-faith estimate of the time which will be required to resolve the error. Licensee shall not be charged any technical support fee or other charge for addressing or correcting errors in the enCode-90 software itself.
- d. Failure of Licensor to achieve the technical support response times set out in Sections 11.b. and 11.c. shall not constitute a material breach of this Agreement.

10. Annual License Fee Discounts for Major Service Interruptions Due to Changes by Licensor.

- a. There will be reductions in the annual license fee if there is a complete inability to use either the user module or the maintenance module (hereinafter "major service interruption") of the Software as a result of changes to the Software made by Licensor, as follows:
 - If a major service interruption lasts more than two, but less than five consecutive days, the annual license fee for the following license year will be reduced by 10 percent.
 - If a major service interruption lasts more than five days, but less than 14 consecutive days, the annual license fee for the following license year will be reduced by 25 percent.
 - If a major service interruption lasts more than 14 days, but less than 30 consecutive days, the annual license fee for the following license year will be reduced by 50 percent.
- b. If a major service interruption lasts more than 30 consecutive days, the annual license fee for the following license year shall be waived.
- c. The reductions of license fees that are provided by this Section are not cumulative. If more than one service interruption occurs during a license year, then only the discount that applies to the longest of the service interruptions shall be applied.
- d. This Section does not apply to outages that are attributable to failures of a third-party Internet Service Provider that hosts the Software.



- e. If a failure by a third-party Internet Service Provider impacts the use of the Software for more than five consecutive days, Licensor will seek another Internet Service Provider to host the Software. The selection of a new Internet Service Provider will be in Licensor's sole discretion, however, Licensor will seek quality providers with secure data centers, geographic redundancy, the ability to bring up new instances in a short time frame, and excluding planned downtime, either 99.999 percent or greater guarantee for storage uptime or a strong track-record of service reliability.

11. Updates and Upgrades.

- a. Licensor will keep the Software in operational condition on a server hosted by Licensor or a third-party Internet Service Provider located within the United States. Although Licensor selects its Internet Service Providers based on their reputation for reliability and service, Licensor does not guarantee 100 percent uptime. Licensor will promptly notify the Licensor's contact listed in paragraph 24 by electronic mail if its Internet Service Provider or third-party hosting service experiences an outage that prevents or severely limits access to the Software for a period in excess of 15 minutes per day or cumulative period in excess of 15 minutes per day.
- b. Licensor may, at its sole option, apply minor updates from time to time and will provide notice to Licensee within two business days before applying minor updates. Generally, minor updates are those updates which ensure compatibility with server or browser technologies or provide additional data security or enhance system stability or operability of the software.
- c. Licensor may develop major upgrades to the functionality or interfaces of the software from time to time and will provide notice to Licensee within two business days before applying major upgrades. Such major upgrades that affect data security, system compatibility or stability, or operability will be offered at no additional cost during the term of this Agreement. Major upgrades that include functional changes, such as new or customized features, may be offered to Licensee for an additional fee (which may include an additional annual license fee) to be determined by Licensor when they are released. The Licensee may choose to accept or deny major upgrades that involve new or customized features requiring an additional fee. If Licensee declines new or customized features of a major upgrade, Licensee's software version will be maintained intact through the license term.
- d. The Software requires the use of an Internet browser. As of the effective date of this Software License, the Software is fully operable using Microsoft Internet Explorer (IE) 10 and 11. The browser version is supported by the current and one previous major version. On an additional fee basis, Licensee may include a rider to this Agreement to maintain the operability of previous versions other than those provided for in this Agreement. Other browsers supported by enCode-90 for desktop editions include FireFox, Chrome, and Safari. Licensor does not guarantee full operability in all browsers, because browser technology changes from time to time.
- e. Licensor may from time to time, in its sole discretion, change some or all of the functionality or any component of the Software or make any modification for the purpose of improving the performance,



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Sugar Land, Texas 77478

service quality, error correction or to maintain the responsiveness of the Software. Such changes shall not negatively impair the overall functionality of the Software.

12. Security and Backup.

- a. Licensor provides password-level security to the maintenance module of the Software, which allows Licensee to add, format, edit, or delete text, upload and link to graphics and multimedia components, and review and respond to public comments. Licensee is responsible for the securing of passwords and preventing their unauthorized use. Licensee may not select a username which is identical to that used by another person or use a username which is in the sole opinion of Licensor offensive or inappropriate. Licensee shall be solely responsible for maintaining the confidentiality of their passwords. Licensee is solely responsible for all usage or activity on Licensee's account, including but not limited to use of Licensee's account, Licensee's user names, and Licensee's passwords by any third party. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of Licensee's account, in Licensor's sole discretion, and Licensor may refer Licensee to appropriate law enforcement agencies. Licensee agrees not to allow access to the Software, the User Guide, or any other Confidential Information by any contractors, contract employees, or other third-parties without the prior, expressed written consent of Licensor.
- b. Licensee agrees that each person having administrative or maintenance access to the Software, including, but not limited to, employees, approved contract workers or third parties acting on behalf of Licensee, or any other person or entity acting as an agent for Licensee in any capacity, shall be identified to Licensor and, after approval by Licensor, issued a unique username and password. Each person receiving a username and password must first fully complete and sign a non-disclosure agreement ("NDA") attached as *Exhibit A*. Submission of such a completed NDA will constitute a request by Licensee for issuance of a new username and password for a particular individual, and upon receipt of a completed NDA, Licensor will issue a username and password for that individual user. Usernames and passwords are not transferable. When Licensee becomes aware that a user will no longer need a username and password, for any reason, Licensee agrees to immediately notify Licensor, in writing, that the username and password are no longer active. Any replacement users will be issued a new username and password. Licensee assumes full responsibility for any improper use of a username and password issued at the request of Licensee, and indemnifies Licensor from any loss by or damage to Licensor that may occur as a result of an improper use of any such username and password.
- c. Licensee assumes full responsibility for any enCode-360, LLC User Guides ("Guide") reviewed in the maintenance module or printed by Licensee or anyone using a username and password issued for the benefit of Licensee. Licensee acknowledges that such Guide contains Confidential Information and proprietary information which is very valuable to Licensor, and could be used by competitors to the detriment of Licensor. Licensee agrees to keep such information in a secure location, and not allow



any copies of such Guide, or portions of such Guide, to leave the premises of Licensee. Licensee agrees to use at least such security measures to protect the Guide, portions of the Guide, or any other information obtained through the use of a username and password issued at the request of Licensee, as secure as any other information under Licensee's possession or control which Licensee considers to be confidential, proprietary or sensitive.

- d. Licensee may maintain a current off-line backup of the data stored in the Software. A complete version of the published code document is available at: <http://www.online.enCode-360.com/regs/fremont/maintain/allcodepub.asp>. This document may be saved as an HTML or a web archive file.

13. Ownership of Content.

- a. Licensee is the sole owner of all documents and information provided by Licensee that will be accessed by Licensee and others through use of the Software. Nothing in this License grants Licensor any interest in said documents and information and the Licensee has the sole rights to use and to authorize others to use the documents and information regardless of whether this License remains in effect.
- b. Subject to the prior approval of Licensee, Licensor may post "terms of service" on web pages that are used to access the Software, which may disclaim: (1) any interest of Licensor in Licensee's contents; (2) any liability for use of Licensor's contents; and (3) any damages that may occur due to malware, viruses, or other malicious code that may be accessible through Licensee's content.
- c. Licensor will not charge for public access to Licensee's content. However, Licensor may develop fee-based services, such as automatic notification of code updates. If Licensor develops such services, they will be considered a "major upgrade," and Licensor will negotiate with Licensee with respect to pricing and distribution of proceeds.

14. **Intellectual Property Rights.** Licensor shall retain all ownership, title, copyright, patent, trademark, and other proprietary rights in and to the Software and any component thereof, and all features and functionalities of the Software. Licensee does not acquire any rights, express or implied, in the Software, other than those specified in this Agreement.

15. **Software Escrow.** Licensor has placed all source code constituting and relating to the Software into an escrow account pursuant to the terms of an escrow agreement (the "Escrow Agreement") entered into between Licensor and Lincoln-Parry SoftEscrow, Inc. (the "Escrow Agent") to which Licensee shall be added as a beneficiary upon execution of this Agreement; provided, however, that the Escrow Agreement shall contain substantially the following conditions with respect to release of escrow to Licensee: (i) Licensor is adjudged bankrupt, and/or (ii) in the event of a catastrophic loss which terminates Licensor's operations, then Licensee shall have a non-exclusive, royalty-free, perpetual, worldwide license to use the source code released from the escrow in its sole discretion, solely for its own business use and not for any resell, license, or sub-license. **In consideration of Licensor placing the source code in escrow, Licensee**



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will pay an annual escrow fee of \$750, subject to fee increases by enCode-360, LLC or the Escrow Agent. Annual increases to the escrow fee will not exceed three percent. All charges for additional services which may be required from the escrow company by Licensee as a beneficiary to the escrow agreement shall be payable by Licensee.

16. **WARRANTY DISCLAIMER.** TO THE EXTENT ALLOWED BY LAW, LICENSOR HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
17. **EXCLUSIVE REMEDY.** LICENSEE'S EXCLUSIVE REMEDY FOR A BREACH OF WARRANTY SHALL BE FOR LICENSOR TO REPAIR OR REPLACE THE DEFECTIVE PORTION OF THE SYSTEM OR AT LICENSOR'S ELECTION, TO REFUND THE LICENSE FEES PAID, FROM THE DATE THE DEFECT IS IDENTIFIED TO THE END OF THE CURRENT LICENSE YEAR.
18. **LIMITATION OF DAMAGES.** EXCEPT FOR CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION UNDER THIS AGREEMENT, NEITHER LICENSOR NOR LICENSEE SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES FOR ANY LOSS OR CLAIM BY EITHER PARTY.
19. **LIMITATION OF LIABILITY.** EXCEPT AS PROVIDED IN SECTIONS 7, 8, AND 9, and EXCEPT FOR BODILY INJURY OR VIOLATIONS OF SECTION 20 (CONFIDENTIALITY), IT IS UNDERSTOOD AND AGREED THAT NEITHER PARTY'S LIABILITY, WHETHER IN CONTRACT, IN TORT, IN NEGLIGENCE OR OTHERWISE, SHALL EXCEED THE AMOUNT RECEIVED BY LICENSOR FROM THE LICENSEE FOR THE LICENSE YEAR IN WHICH THE CAUSE OF ACTION AROSE. THE PRICE STATED HEREUNDER IS A CONSIDERATION IN LIMITING EACH PARTY'S LIABILITY.

20. Confidential Information.

- a. Each party acknowledges that confidential and/or proprietary information (including trade secrets, software source code and functions and capabilities of the password-protected maintenance module accessible to Licensee, support services, technical user guide and training materials, one-time build fee structures, the contents of any negotiations of such confidential information between the parties to this Agreement, and confidential or proprietary technical, financial, and business information, including but not limited to material marked and identified as "confidential") (collectively, "Confidential Information") may be exchanged between the parties pursuant to this Agreement. Each party shall use no less than the same means it uses to protect its similar confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of the other party. Each party agrees that it will not disclose or use the Confidential Information of the other party to any other person or entity except as necessary for the purposes of this Agreement. LICENSEE EXPRESSLY AGREES THAT, UNLESS ORDERED BY A COURT OF COMPETENT JURISDICTION, IT WILL NOT DISCLOSE ANY PROPRIETARY OR CONFIDENTIAL INFORMATION, AS SUCH IS IDENTIFIED IN THIS LICENSE AGREEMENT OR



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THE ATTACHED EXHIBIT, WITHOUT FIRST OBTAINING THE APPROVAL OF LICENSOR IN WRITING. THIS SPECIFICALLY INCLUDES ANY KIND OF PUBLIC INFORMATION REQUEST. Licensee will promptly report to Licensor any disclosure of Licensor's Confidential Information that the Licensee becomes aware of and provide reasonable assistance to Licensor in the investigation and prosecution of any such unauthorized use or disclosure.

- b. Notwithstanding the foregoing, the recipient of Confidential Information may use or disclose the Confidential Information to the extent that such Confidential Information is: (i) already known by the recipient without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient, (iii) rightfully received from a third party without any obligation of confidentiality, (iv) independently developed by the recipient without use of the Confidential Information of the disclosing party, (v) approved by the disclosing party for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the recipient provides the disclosing party with notice of such requirement prior to any such disclosure and takes reasonable steps available to maintain the information in confidence, including allowing the disclosing party to participate in proceedings to defend the confidentiality of the Confidential Information should the Licensee decide to do so in its discretion.
 - c. Licensor acknowledges that Licensee is a public entity subject to the requirements of the Nebraska Public Records Act and that Licensee shall endeavor to maintain the confidentiality of the Confidential Information of Licensor subject to the requirements of the Nebraska Public Records Act and except to the extent, Licensee's employees, contractors, and consultants have a need to access such Licensor Confidential Information in order to enable the Licensee to exercise its rights under this Agreement. Nothing in this paragraph shall be construed to relieve Licensee of any of the duties and provisions of Subsection b above.
 - d. Licensee agrees not to use, or allow its employees or independent contractors to use, the Software and / or Licensor's Confidential Information to create any computer software or documentation that is substantially similar to the Software or its related documentation.
21. **Return of Confidential Information.** Upon the termination of this Agreement for any reason whatsoever, each party may request of the other that all documents, information, data, and/or software however recorded, which contain any of the other's Confidential Information be returned, provided that the party shall be entitled to charge a reasonable fees and materials charge for doing so. If no request is received for the return of Confidential Information within thirty (30) days of the termination of this Agreement, the Confidential Information shall be destroyed within a reasonable time thereafter and shall not be used for any purpose whatsoever.
22. **Notices.**
- a. *Generally.* Except as provided in Section 24b, notices delivered pursuant to this Agreement shall be sent to the people and addresses shown in this Paragraph. Generally, notices shall be delivered by First



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Class Mail or courier service. Such notice shall be deemed to have been given three (3) days after being deposited in the United States Mail or upon receipted delivery by a courier service, if properly addressed to the intended recipient.

To Licensor	To Licensee
<p>Bret C. Keast, AICP, President enCode-360 1415 Highway 6, Suite A-300 Sugar Land, TX 77478 Tel: (281) 242-2960 Fax: (281) 242-4115 Email: bret@enCode-360.com</p> <p><i>With copy to:</i> William G. Harger, Attorney at Law William G. Harger & Associates, PLLC 704 Main Street Richmond, Texas 77469 Tel: (281) 202-6000 Fax: (281) 715-4343 fax Email: harger@hargerlaw.com</p>	<p>Scott Getzschman, Mayor City of Fremont 400 East Military Avenue Fremont, Nebraska 68025 Tel: (402) 727.2630 Fax: (402) 727.2667 Email: Scott.Getzschman@fremontne.gov</p> <p><i>With a copy to:</i> Dale Shotkoski, City Administrator City of Fremont 400 East Military Avenue Fremont, Nebraska 68025 Tel: (402) 727.2630 Fax: (402) 727.2667 Email: dale.shotkoski@fremontne.gov</p>

b. *Upgrades, Maintenance, Service Interruptions, and Planned Outages.* Notices regarding upgrades, maintenance, service interruptions, and planned outages shall be delivered by electronic mail to the following individuals:

- City Administrator or designee; and
- City Administrative Support staff.

Licensee may change the individuals who receive notice pursuant to this subsection by electronic mail notice to Licensor.

23. **Assignment.** Licensor may not assign its rights and obligations under this Agreement without prior written notice to Licensee no less than 30 days prior to assignment. Licensee may thereafter continue with the terms of this Agreement attempt to renegotiate with the assignee, or terminate this license pursuant to the provisions of Paragraph 3, Term of License.

24. **Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

25. **No Waiver.** The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

26. **Effective Date.** The effective date shall be the date on which the Licensee executes this Agreement, or such other date as may be agreed to by the parties and indicated as "Effective Date" below.



27. **Dispute Resolution; Choice of Law and Forum.** Licensor and Licensee agree that this Agreement shall be construed in accordance with the laws of the State of Nebraska. Any legal dispute between the parties shall be resolved in the following manner:
- a. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiation between senior executives of the parties who have the authority to settle the controversy.
 - b. The disputing party shall give the other party written notice of the dispute. The other party shall respond in writing within 10 days after receipt of said notice. The notice and response shall include: (1) a statement of the party's position and a summary of the facts and arguments supporting its position; and (2) the name and title of the executive who will represent the party. The executives shall meet at a mutually acceptable time and place within 20 days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.
 - c. If the matter has not been resolved pursuant to the aforesaid good faith negotiation procedures within 30 days of the commencement of such procedure, parties may bring their claim in a court of law. Venue for all actions brought pursuant to this agreement is in Dodge County, Nebraska; and all parties consent to Dodge County, Nebraska, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this agreement.
 - d. Nothing in this section shall prevent a Party from bringing an action for injunctive relief if such relief is necessary for the protection of a right or property or proprietary information which might be lost absent such relief.
28. **Integration.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.
29. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, or act of government provided that written notice thereof is provided to the other party promptly upon discovery thereof and best efforts are used to cure the delay.
30. **Amendments and Modifications.** No amendment, modification, or supplement to this Agreement shall be binding on any of the parties unless it is in writing and signed by the parties.
31. **General Interpretation.** The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in



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favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person.

32. **Further Assurances.** Each of the parties agrees to take such further action to execute and deliver such additional documents as may be reasonably required to them to effectuate the purpose and intent of this Agreement.
33. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.
34. **Indemnity.** Each Party (each, an "Indemnitor") shall defend, indemnify and hold the other Party (the "Indemnatee"), its parent, subsidiaries, affiliates, and their respective directors, officers, agents, representatives, contractors, employees, successors and assigns, harmless from and against any and all costs, expenses, damages, claims, suits, actions, liabilities, losses and judgments, including, without limitation, attorneys' fees and legal expenses, based upon personal injury and/or death, property damage, and breaches of confidentiality arising exclusively out of Indemnitor's performance of this Agreement, or otherwise exclusively arising in connection with the acts or omissions of Indemnitor, its employees, agents or contractors. This obligation shall extend beyond the termination or expiration of this Agreement.



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Sugar Land, Texas 77478

Jan. 1, 2014

Effective Date

City of Fremont

Licensee

enCode-360, LLC

Licensors

Authorized Agent Signature

Bret C. Keast

Authorized Agent Signature

Scott Getzschman, Mayor

Authorized Agent (Typed)

Bret C. Keast, President

Authorized Agent (Typed)

Date

5/2/14
Date

Approved as to Form:

City Attorney

APPROVED AS TO FORM

[Signature]



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enCode-360™ Software License

Exhibit A—Non-Disclosure Agreement and Request for Username and Password

The City of Fremont, Nebraska ("Licensee") requests that a new password be issued by enCode-360, LLC ("Licensor") for the benefit of Licensee to enable the undersigned user ("User") to access and use the maintenance module and User Guide for the enCode-90™ software program. Licensee and the undersigned agree to comply with the below provisions of the license agreement between Licensor and Licensee:

"Licensee agrees that each person having administrative or maintenance access to the Software, including but not limited to employees, contract workers, any third parties acting on behalf of Licensee or any other person or entity acting as an agent for Licensee in any capacity, shall be identified to Licensor and issued a unique password. Each person receiving a password must first complete and sign a non-disclosure agreement ("NDA") attached as *Exhibit A*. Submission of such a completed NDA will constitute a request by Licensee for issuance of a new password for a particular individual, and upon receipt of a completed NDA, Licensor will issue a password for that individual user. Passwords are not transferable. When Licensee becomes aware that a user will no longer need a password, for any reason, Licensee agrees to immediately notify Licensor that the password is no longer active. Any replacement users will be issued a new password. Licensee assumes full responsibility for any improper use of a password issued at the request of Licensee, and indemnifies Licensor from any loss by or damage to Licensor that may occur as a result of an improper use of any such password.

Licensee assumes full responsibility for any enCode-360, LLC User Guides ("Guide") printed by Licensee or anyone using a password issued for the benefit of Licensee. Licensee acknowledges that such Guides contain Confidential Information and proprietary information which is very valuable to Licensor, and could be used by competitors to the detriment of Licensor. Licensee agrees to keep such information in a secure location, and not allow any copies of such Guides or portions of such Guides to leave the premises of Licensee. Licensee agrees to use at least such security measures to protect the Guides, portions of the Guides, or any other information obtained through the use of a password issued at the request of Licensee, as secure as any other information under Licensee's possession or control which Licensee considers to be confidential, proprietary or sensitive.

Each party acknowledges that confidential and/or proprietary information (including trade secrets, software source code and functions and capabilities of the password-protected maintenance module accessible to Licensee, support services, technical user guide and training materials, one-time build fee structures, the contents of any negotiations of such confidential information between the parties to this Agreement, and confidential or proprietary technical, financial, and business information, including but not limited to material marked and identified as "confidential") (collectively, "Confidential Information") may be exchanged between the parties pursuant to this Agreement. Each party shall use no less than the same means it uses to protect its similar confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure



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and to protect the confidentiality of the Confidential Information of the other party. Each party agrees that it will not disclose or use the Confidential Information of the other party to any other person or entity except as necessary for the purposes of this Agreement. LICENSEE AND THE UNDERSIGNED SUPERVISOR AND USER EXPRESSLY AGREE THAT, UNLESS ORDERED BY A COURT OF COMPETENT JURISDICTION, THEY WILL NOT DISCLOSE ANY PROPRIETARY OR CONFIDENTIAL INFORMATION, AS SUCH IS IDENTIFIED IN THE LICENSE AGREEMENT OR THIS EXHIBIT, WITHOUT FIRST OBTAINING THE APPROVAL OF LICENSOR IN WRITING. THIS SPECIFICALLY INCLUDES ANY KIND OF PUBLIC INFORMATION REQUEST. Licensee will promptly report to Licensor any disclosure of Licensor's Confidential Information that the Licensee becomes aware of and provide reasonable assistance to Licensor in the investigation and prosecution of any such unauthorized use or disclosure."

The undersigned supervisor agrees to enforce the above provisions and be responsible for the User's compliance with the above provisions.

SUPERVISOR

Printed name: _____

Date: _____

USER NO. 1

Printed name: _____

Date: _____

User's Date of birth: _____

User's Driver's license or photo ID: _____

User's address: _____

User's relationship to Licensee: _____

User's password: _____



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USER NO. 2

Printed name: _____

Date: _____

User's Date of birth: _____

User's Driver's license or photo ID: _____

User's address: _____

User's relationship to Licensee: _____

User's password: _____

USER NO. 3

Printed name: _____

Date: _____

User's Date of birth: _____

User's Driver's license or photo ID: _____

User's address: _____

User's relationship to Licensee: _____

User's password: _____

AMENDMENT AND ASSUMPTION AGREEMENT

Whereas, enCode-360, LLC has acquired certain software products, contracts and customer responsibilities relating to the software materials held under escrow by Lincoln-Parry SoftEscrow, Inc. pursuant to Software Agreement Number 8047 dated January 7, 2013 (the "Agreement")

And, whereas the parties would like to amend the named parties to the Agreement.

AGREEMENT TERMS

1. Except as specifically amended in this Amendment and Assumption Agreement, the terms and conditions of the Agreement shall continue in full force and effect and shall govern this Amendment and Assumption Agreement as if repeated herein in full. All capitalized terms used herein shall have the meaning given to them in the Agreement.
2. The parties agree that the Agreement shall be amended so that the name of enCode-360, LLC replaces that of Kendig Keast Collaborative wherever Kendig Keast Collaborative is referenced in the Agreement.
3. enCode-360, LLC assumes the rights and obligations under the Agreement including without limitation the obligation to make payment of the fees and charges to Lincoln-Parry SoftEscrow, Inc. pursuant to the Agreement.

enCode-360, LLC

Signature: Bret C. Keast

Print Name: BRET C. KEAST

Title: PRESIDENT

Date: 3/29/13

Lincoln-Parry SoftEscrow, Inc.

Signature: Audrey Reid

Print Name: AUDREY REID

Title: TRUST OFFICER

Date: 04/25/2013

AGREEMENT NO. # 8 0 4 7

ZoningPLUS™

SOFTWARE ESCROW AGREEMENT

Multi User Plan

BETWEEN:

KENDIG KEAST COLLABORATIVE (Licensor")
a corporation incorporated under the laws of the State of Illinois,

-and-

LINCOLN-PARRY SOFTESCROW, INC. ("Escrow Agent")
a corporation incorporated under the laws of the State of Colorado,

WHEREAS the Licensor carries on the business of licensing computer software and is desirous of making available severally to certain of its customers, each herein called the Licensee the benefits contemplated by this agreement, and;

WHEREAS the Licensor has granted or shall grant to the Licensee the right to use certain computer programs in object form and has agreed or shall agree to support the programs but wishes to maintain their confidentiality as trade secrets, and;

WHEREAS the Licensee is desirous of being assured that the source code, documentation and related materials for such programs will be made available to it for the purposes of self-support if certain events named herein occur;

THEREFORE the parties agree as follows:

1. **Escrow Materials.** The computer programs to which this agreement applies are those named in a Beneficiary Enrollment Schedule C. A program shall consist of the source code magnetically or optically stored, and such supporting documentation and related materials that are necessary for a reasonably competent programmer to routinely maintain and modify such programs. The programs shall be collectively referred to herein as the Software.

2. **Beneficiaries.** Licensees of the Software shall separately become a beneficiary hereunder upon the filing with the Escrow Agent of a notification in the form described in Schedule C and executed by the Licensee. The Licensors shall provide the Escrow Agent with contact particulars for each Licensee to be designated as a beneficiary as set out in Schedule B and the Escrow Agent shall obtain an executed form of Schedule C from the Licensee and deliver a copy to the Licensors where upon the Licensee shall acquire standing as a party to this agreement.

If a Licensee no longer continues as a licensed user or no longer continues to purchase maintenance services in respect of a computer program then the Licensee may be removed as a beneficiary upon the filing with the Escrow Agent of a notification in the form described in Schedule E executed by the Licensors. Upon receipt of the notification the Escrow Agent will deliver a copy to the Licensee advising that its rights under this agreement respecting such computer program have terminated.

3. **Delivery and Certification.** The following procedure shall be adopted for the presentation and certification of the Software into escrow.

- a. Within ten (10) days after the signing of this agreement by both Parties, the Escrow Agent shall supply to the Licensors a standard sized container which is capable of being sealed and in which the Software shall be stored.
- b. The Licensors shall thereupon deposit the Software into the said container, identifying it by name and release number, and shall certify as to the authenticity of the contents in the sealed container on the form supplied by the Escrow Agent.
- c. The Licensors shall seal the container and shall deliver it to the Escrow Agent to hold in accordance with the terms of this agreement.
- d. The Licensors will deposit new releases into escrow, and upon the filing by the Licensors with the Escrow Agent of a Direction to Return or Destroy in the form described in Schedule D the Escrow Agent shall return earlier deposits to the Licensors or destroy the earlier deposits as directed.
- e. The Escrow Agent shall hold the container in its sealed state and shall not open, cause or permit it to be opened under any circumstances whatsoever without proper authority.

4. **Events Causing Release.** The Software shall be held in escrow by the Escrow Agent until the earliest of the following events:

- a. The occurrence of the following events:

- i. A cessation of the use of the Software by the Licensee and the termination or expiry of its program license agreement with the Licensor;
 - ii. The termination or expiry caused or permitted by the Licensee of the Software maintenance and support services portion of the said program license agreement.
 - b. The termination of this agreement by consent of:
 - i. The Licensor and Licensee;
 - ii. The Licensee alone.
 - c. The occurrence of any of the following events, and provided in all events that the Licensor has not made suitable alternate arrangements for the continued maintenance of the Software as dictated by the applicable maintenance agreement:
 - i. A petition in bankruptcy or an assignment for the benefit of creditors of the Licensor is filed by the Licensor, or a third party against the Licensor and is not dismissed within ninety (90) days of its filing;
 - ii. A cessation of normal business operations by the Licensor during the term of this agreement.
 - iii. A serious continuing uncured, material breach by the Licensor of its license agreement, provided that the Licensee has given prior written notice to the Licensor of its intent to invoke its rights under this agreement to call for a release of the Software.
- 5. **Return to Licensor.** The Escrow Agent shall deliver the Software back to the Licensor if any of the events named in Section 4(a) or 4(b) occurs before any of the events named in Section 4(c), provided that a Termination Notice in the form set out in Schedule G and signed by the Licensor and Licensee has been delivered to the Escrow Agent along with the balance of any fees and charges that are due, and further provided that no other Licensee is a beneficiary under this agreement at the time. Where any materials lodged in escrow are to be returned by the Escrow Agent to the Licensor pursuant to the terms of this agreement, the Licensor shall select the method of delivery and the carrier, and shall bear the shipping cost.
- 6. **Release to Licensee.** The Escrow Agent shall deliver the Software to the Licensee if any of the events named in Section 4(c) occurs before any of the events named in Sections 4(a) or 4(b), provided that the procedure set out below has been followed and the conditions met.
 - a. The Licensee has delivered to the Escrow Agent a written request for the release of the Software, accompanied by a sworn affidavit from a senior officer of the Licensee stating a full description of the event causing release along with reference to the events named in Section 4 of this agreement.
 - b. A copy of the request and affidavit has been delivered by the Escrow Agent to the Licensor in a timely manner, as described below. The Escrow Agent is entitled to conclusively presume that delivery of any document under this section has been made and received four (4) business days after having been sent by the Escrow Agent to the address as provided under Section 13.

- c. No dispute in writing has been received from the Licensor by the Escrow Agent within fifteen (15) days of the Licensor's receipt of the Licensee's request and affidavit.
 - d. The Licensee has signed a non-disclosure covenant in the form set out in Schedule F and delivered it to the Escrow Agent.
 - e. All outstanding charges under this agreement have been paid to the Escrow Agent, and the Licensee has paid copying charges. The Licensee shall select the method of delivery and the carrier, and shall bear the shipping cost.
 - f. In order to affect a release of Software to the Licensee pursuant to the terms of this agreement the Escrow Agent is assigned the right to make and deliver such copies of the Software as needed for that purpose.
7. **Disputes and Arbitration.** If the Licensor enters a dispute as contemplated by Section 6(c) then the procedure set out below shall be followed before the Software is delivered to the Licensee.
- a. The Licensor and Licensee shall within ten (10) days after the entering of a dispute name an arbitrator to decide whether the Licensee is entitled to receive the Software. If they are unable to agree upon the selection of an arbitrator then the Escrow Agent shall make the said selection.
 - b. The arbitration shall otherwise be conducted in accordance with the Rules for the American Arbitration Association, and the Escrow Agent shall immediately upon the expiry of any appeal period carry out the decision of the arbitration.
 - c. In addition to such other powers as may be conferred on the arbitrator under enabling legislation the arbitrator shall be empowered to decide whether an event described in Section 4 has occurred, whether all other conditions for release have been met, and to order or enjoin release. The arbitrator's decision shall be binding. The Escrow Agent shall act upon the decision of the arbitrator immediately after the expiry of any appeal period.
 - d. The Licensor and Licensee shall each pay their respective fees and charges of the arbitration.
8. **Verification Procedure.** In order to verify the authenticity of the contents of any container deposited by the Licensor and being held in escrow the Licensee may at any time call for its inspection in the manner and subject to the conditions below:
- a. The Licensee shall notify the Licensor and the Escrow Agent in writing of its demand to inspect the contents of a container, and such notification shall be made at least thirty (30) days in advance of the date appointed for such inspection.
 - b. The Escrow Agent shall appoint the location for such inspection.
 - c. The Escrow Agent shall attend at the appointment time and place and shall thereat produce the sealed container in question.
 - d. The contents of the container shall be removed and inspected by the Licensee in the presence of the Licensor and a determination made as to whether they are as purported by the Licensor on its certificate.

- e. If the contents are determined to be as purported, they will be resealed and returned to the Escrow Agent to continue to hold in escrow. The Licensee shall pay all costs associated with the inspection, including machine time, operating personnel travel, food, lodging and a reasonable per diem fee for the attendance of all the Parties attending at the inspection.
- f. If the contents of the container are determined not to be as purported, then the Licensor shall pay all of the costs named above and shall also forthwith deliver to the Escrow Agent a copy of the authentic software as purported on the Licensor's certification, and the Licensee may first verify that the same are authentic.

9. Duties of Escrow Agent.

- a. The Escrow Agent shall store the sealed containers in a safe and secure location of its own choosing.
- b. The Licensor may direct the Escrow Agent to store the sealed containers in a location selected by the Licensor, in which event the Escrow Agent shall comply with such direction provided that access to the location is under the Escrow Agent's exclusive control and that any additional costs incurred by the Escrow Agent in using the site are paid by the Licensor.
- c. The Licensor represents that the Software does not require any storage conditions other than office environment conditions. The Escrow Agent shall exercise reasonable judgment in the handling of the Software and shall not be liable to either party except for grossly negligent conduct.
- d. If any fees or charges are or become outstanding then the Escrow Agent shall not be required to perform any of its obligations under this agreement until its account has been paid. The Escrow Agent may accept payment of its account from either the Licensor or Licensee.

10. Fees, Charges, and Term.

- 10.1** The Licensor shall pay to the Escrow Agent the following fees and charges:
- a. An annual fee of \$975.00 payable upon execution by the Licensor of this agreement and on each anniversary date thereafter unless earlier terminated by either party.
 - b. Respecting each issued standard size container a fee of \$90.00 per year or part year payable upon receipt of invoice, provided that the Licensee is not required to an additional container fee as set out under Schedule C-2.
 - c. Respecting the return or destruction of each container held in escrow a fee of \$65.00 per container payable on receipt of invoice.
 - d. Respecting all expenses incurred by the Escrow Agent for media, copying, shipping or delivery, special storage requested by the Licensor a charge for such amounts disbursed due and payable on receipt of invoice.
 - e. Respecting any attendance made by the Escrow Agent in carrying out its obligation under this agreement or related thereto, travel, lodging and legal representation expenses incurred if any plus the then current per diem attendance fee payable on receipt of invoice.

- f. The fees above shall be in force for a period of one year. Thereafter the Escrow Agent may alter the fees provided that any increase is part of a general fee increase.

10.2 The Licensee or Licensor shall pay the fees and charges described in Fee Schedule C-1.

10.3 The term of this agreement is as follows:

- a. This agreement shall continue on a yearly basis unless terminated by either party by giving the other at least thirty (30) days written notice prior to any anniversary date, and provided that all named beneficiaries have either ceased to hold a user license for the Software or have consented to the termination of this agreement as the interest of the parties may appear.
- b. The Licensor may transfer this agreement to another escrow agent at any time provided that all outstanding fee and charges have been paid.
- c. The Escrow Agent may resign at the end of any year provided that it has delivered at least thirty days prior written notice to the Licensor to find a replacement.

11. Default in Payment.

- a. If the Licensor fails to pay any fee or charge on its due date, then the Escrow Agent may, after giving the Licensor and Licensee thirty (30) days prior written notice to make such payment, terminate this agreement and either destroy or return the escrow materials in its possession at the Escrow Agent's option.
- b. If the Licensee fails to pay any fee or charge on its due date, then the Escrow Agent may, after giving the Licensee thirty (30) days prior written notice to make such payment, terminate the Licensee's rights and interest in this agreement.
- c. The remedies above do not exclude any other remedies that are otherwise available to the Escrow Agent. This notice shall be sent to the Contract and Address provided on the most recently dated Schedule A forms received by the Escrow Agent, and shall be conclusively deemed as having been received upon being sent.

12. Inspection. For the purpose of ensuring that any sealed container delivered to and held by the Escrow Agent under this agreement remains in a sealed state, either the Licensor or the Licensee may at any time demand to inspect such container at the offices of the Escrow Agent, and the Escrow Agent shall produce such container on a timely basis for inspection.

13. Notices. Any notice required to be given in writing under this agreement shall be conclusively deemed to have been given and received when made at the sender's option by fax, email, first class post, courier or prepaid certified or registered post, return receipt requested, to the respective, fax numbers, email addresses or street addresses appearing on Schedule A or to such other fax numbers, email address or street addresses as the Parties may from time to time direct in accordance with Schedule A and C-1.

14. Title and Copyright.

- a. Title to the Software shall remain in the Licensor either in its own right or as agent for the owner. The Escrow Agent shall have title to the physical storage medium but not to the Software residing on it.
- b. Upon a release of Software pursuant to this agreement the Licensee shall have the right to make copies of the Software for the purpose of program execution, back up, support, maintenance and development all restricted to the Licensee's internal use of the Software as permitted in its program license agreement. Release of the Software to the Licensee does not relieve it of its obligation to pay license fees if any under the program license agreement or to expand the scope of use.

15. Annual Deposits and Notification to Licensee

- a. At least ninety (90) days before each anniversary date the Escrow Agent shall deliver to the Licensor a deposit container. The Licensor shall deposit the latest version of the Software or if no new versions have been released during the preceding year the Licensor shall so advise the Escrow Agent.
- b. The Escrow Agent shall deliver an activity report in writing to each of the Licensee(s) no less often than once each year, describing the escrow deposits if any that were made during the preceding year.

16. Governing Law. This agreement shall be governed by the laws of the State of Colorado without giving effect to its conflict of laws provision.

17. Loss, Damage, or Destruction. If the escrow materials are lost, damaged or destroyed without fault by the Escrow Agent or for reasons beyond the control of the Escrow Agent, such as acts of God, war, insurrection or terrorism, then the Licensor at its own expense shall make a fresh deposit to replace the escrow materials so lost, damaged or destroyed.

18. Inurement. This agreement shall be binding upon and inure to the benefit of the Parties and the beneficiaries named by the Licensor and the assignees of each of them. This agreement may not be assigned by the Escrow Agent without the prior written consent of the Licensor.

19. General.

- a. The Escrow Agent may rely on all documents, notices and communications on their face, and is not required to make further inquiry into their authenticity or the veracity of their contents.
- b. Nothing in this agreement shall be construed so as to expand, contract or create new obligations to support and maintain the software.
- c. If any matter under this agreement is in dispute then the Escrow Agent shall be entitled to stand still with respect to its obligations to either hold or release the Software until the disputing Parties have finally settled the matter by mutual consent, court or arbitration proceedings.
- d. Waiver. No waiver of any breach of any obligation hereunder shall operate as a waiver of any other breach or of a similar breach on a future occasion.

- e. Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.
- f. Entire Agreement. This Agreement constitutes (a) the binding agreement between the parties, (b) represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, and (c) may not be modified or amended except in writing signed the parties.
- g. Notices. Any notices given by either party to the other under this agreement shall be sufficient if in writing and delivered personally or by certified mail (return receipt), postage prepaid, to the other party's address. Either party may change its address by a written notice sent in accordance with this Section. Notices delivered personally shall be presumed communicated as of actual receipt, and mailed notices shall be presumed communicated as of the date of mailing.
- h. Construction. The language of all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. Both parties have had an opportunity to consult with legal counsel with respect to the terms of this agreement. Section and subsection headings shall be used for reference only, and are not to be used in contract interpretation.
- i. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this agreement.
- j. Amendments and Modifications. No amendment, modification, or supplement to this agreement shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification.

1. Further Assurances. Each of the parties agrees to take such further action to execute and deliver such additional documents as may be reasonably required to them to effectuate the purpose and intent of this agreement.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF the Parties have by their representatives so authorized executed this Agreement to go into force on the date below last mentioned.

LICENSOR:

KENDIG KEAST COLLABORATIVE

Bret C. Keast
Authorized Representative Signature

BRET C. KEAST
Print Name

PRESIDENT
Title

12/19/2012
Date (mm/dd/yyyy)

281.242.2960
Phone Number

BRET@KENDIGKEAST.COM
Email

ESCROW AGENT:

LINCOLN-PARRY SOFTWARE, INC.

Audrey Reid
Authorized Representative Signature

AUDREY REID
Print Name

TRUST OFFICER
Title

JAN 07 2013
Date (mm/dd/yyyy)

1 888 771 2042 x505
Phone Number

areid@softescrow.com
Email

#8047

SCHEDULE A
LICENSOR AUTHORIZED DESIGNATED REPRESENTATIVES

The Parties will direct all correspondence, notices and general information requests at the addresses below or to such other fax numbers, email address or street addresses as the Parties may from time to time direct in accordance with this Change Notice below:

Authorized Designated Representative			
Please provide the name(s) and contact information of the Authorized Person(s) under this agreement. Please complete all information as applicable. Incomplete information may result in a delay of delivery or processing.			
LICENSOR: KENDIG KEAST COLLABORATIVE		BILLING:	
Print Name	Bret C. Keast	Print Name	Kim Keast
Title	President	Title	Business Manager
Email Address	bret@kendigkeast.com	Email Address	kim@kendigkeast.com
Street Address	1415 Highway 6, Ste. A-300	Street Address	1415 Highway 6, Ste. A-300
City/State	Sugar Land, TX	City/State	Sugar Land, TX
Zip Code	77478	Zip Code	77478
Phone Number	(281) 242-2960	Phone Number	(281) 242-2960
Fax Number	(281) 242-4115	Fax Number	(281) 242-4115

CHANGE NOTICE
TO ABOVE DESIGNATED CONTACT

Please update your records as follows effective as of _____ (mm/dd/yyyy)

LICENSOR: KENDIG KEAST COLLABORATIVE		BILLING:	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
City/State		City/State	
Zip Code		Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	

All Notices and inquiries should be addressed to:
 Lincoln-Parry SoftEscrow, Inc.
 Distribution Department
 8 Faneuil Hall, 3rd Floor Boston, Massachusetts 02109 USA
 North America +1-888-771-2042 International +1-613-842-8912 Fax +1-613-839-1362
 Email desk@softescrow.com www.softescrow.com

BENEFICIARY ENROLLMENT SCHEDULE C

TO: ESCROW AGENT

Lincoln-Parry SoftEscrow, Inc.,

Distribution Department, 8 Faneuil Hall 3rd Floor, Boston, MA 02109


Telephone: 1-888-771-2042 Fax: +1-613-839-1362 support@softescrow.com

Beneficiary/Company Name	NSERT
Authorized Designated Contact	
Title	
Street Address	
City	
Province/State	
Postal Code/Zip Code	
Telephone	
Fax	
Email	

Being a licensed user of those programs included in the Software described or otherwise included in the above Software Escrow Agreement between Lincoln-Parry SoftEscrow, Inc. (Escrow Agent) and KENDIG KEAST (Licensor) the named Beneficiary above becomes entitled to the rights of a beneficiary and agrees to perform and observe its obligations thereunder upon execution of this Schedule C. The Licensee's rights under this agreement shall relate to the Software in those container(s) held by the Escrow Agent for which the Licensee has a valid services agreement that is not in arrears or otherwise in default at such time as those rights are exercised. The Licensee has received and reviewed this agreement and accepts its terms and conditions and agrees to pay the fees and charges set annually by the Escrow Agent. The Licensee may terminate the whole of its rights and obligations at any time.

Escrow Material Product Description	Release/Version Number

The following party shall be responsible for any fees and charges pertaining to the above beneficiary. LICENSOR: ☐ BENEFICIARY: ☐
Effective Date of Enrollment: _____

LICENSOR: INSERT		BENEFICIARY: NSERT	
Authorized Representative Signature		Authorized Representative Signature	
Print Name	BRET C. KEAST	Print Name	
Title	PRESIDENT	Title	
Email Address	Bret@KendigKeast.com	Email Address	
Street Address	1415 HIGHWAY 6 SOUTH	Street Address	
City	SUGAR LAND,	City	
State/Province	TEXAS	State/Province	
Zip Code/Postal Code	77478	Zip Code/Postal Code	
Phone Number	281 242 2960	Phone Number	
Fax Number	281 242 4115	Fax Number	

THIS FORM MUST BE SIGNED BY BOTH THE LICENSOR AND BENEFICIARY TO BE VALID. Incomplete information may result in a delay of deliver or processing. Upon receipt of this form the Escrow Agent will confirm enrollment under the plan to both parties. The Escrow Agent will direct all correspondence, notices, invoices and general information requests at the address above or to such other fax numbers, email address or street addresses as the Parties may from time to time direct in accordance under a change notice.

**SCHEDULE C -1
BENEFICIARY AUTHORIZED DESIGNATED REPRESENTATIVES**

The Escrow Agent will direct all correspondence, notices and general information requests at the address below or to such other fax numbers, email address or street addresses as the Parties may from time to time direct in accordance with this Change Notice below:

Beneficiary Authorized Designated Representative			
Please provide the name(s) and contact information of the Authorized Person(s) under this agreement. Please complete all information as applicable. Incomplete information may result in a delay of deliver or processing.			
BENEFICIARY:		BILLING:	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
City/State		City/State	
Zip Code		Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	

**CHANGE NOTICE
TO ABOVE BENEFICAY DESIGNATED CONTACT**

Please update your records as follows effective as of _____ (mm/dd/yyyy)

BENEFICIARY: KENDIG KEAST		BILLING:	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
City/State		City/State	
Zip Code		Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	

All Notices and inquiries should be addressed to:
 Lincoln-Parry SoftEscrow, Inc.
 Distribution Department
 8 Faneuil Hall, 3rd Floor Boston, Massachusetts 02109 USA
 North America +1-888-771-2042 International +1-613-842-8912 Fax +1-613-839-1362
 Email desk@softescrow.com www.softescrow.com

SCHEDULE D
DIRECTION TO RETURN OR DESTROY DEPOSIT CONTAINER

TO: **ESCROW AGENT**

Lincoln-Parry SoftEscrow, Inc.

Distribution Department

8 Faneull Hall, 3rd Floor, Boston, Massachusetts 02109

Fax: +1 -613-839-1362

RE: Container No.: _____

The **LICENSOR** represents that all of the software materials in the above cited container have been replaced with more recent versions under Deposit Container No. _____ now lodged with Lincoln-Parry SoftEscrow, Inc. and that the Beneficiaries under the above agreement have no further interest in the Software in Container No. _____ being returned to Licensor or destroyed as per the direction below.

Please select one of the following:

- ☐ You are hereby directed to **return** the materials above described. _____ Initial
- ☐ You are hereby directed to **destroy** the materials above described. _____ Initial

SHIPPING INSTRUCTIONS: Incomplete information may result in a delay of processing.

Licensor	KENDIG KEAST COLLABORATIVE
Licensor Authorized Contact	
Title	
Street Address	
City/State	
Zip Code	
Phone	
Fax	
Email Address	
Federal Express Account Number	

LICENSOR: KENDIG KEAST COLLABORATIVE
INSERT

Authorized Representative Signature

Print Name

Title

Date (mm/dd/yyyy)

Phone Number

Fax Number

**SCHEDULE E
BENEFICIARY REMOVAL NOTICE**

TO: **ESCROW AGENT**

Lincoln-Parry SoftEscrow, Inc.

Distribution Department

8 Faneuil Hall, 3rd Floor, Boston, Massachusetts 02109

Fax: +1 -613-839-1362

TAKE NOTICE THAT pursuant to Section 2 the Licensor hereby notifies you that the below-noted Licensee

is no longer a beneficiary under the Software Escrow Agreement bearing No. **#8047** and dated

JAN 07 2013 (mm/dd/yyyy) respecting the computer programs listed below.

Upon receipt of this notification the Escrow Agent will provide a copy of this notification to the Licensee advising that their rights under the above software escrow agreement have terminated.

LICENSEE:

Enrolled Beneficiary Name	INSERT
Beneficiary Authorized Contact	
Title	
Email Address	
Street Address	
City/State	
Zip Code	
Phone	
Fax	

Computer programs no longer under license or maintenance agreement:

Product Description	Release/Version Number

LICENSOR: KENDIG KEAST COLLABORATIVE

Authorized Representative Signature

Print Name

Title

Date (mm/dd/yyyy)

Phone Number

Fax Number

Email

**SCHEDULE F
NON-DISCLOSURE COVENANT**

TO: KENDIG KEAST COLLABORATIVE

WHEREAS the Licensors and the Licensee are Parties to a Software Escrow Agreement bearing No. # 8 0 4 7
and dated JAN 07 2013 (mm/dd/yyyy) pursuant to which the Software therein shall be released to the
Licensee by the Escrow Agent, and;

WHEREAS a prior condition of such release is set out in Section 6(d) of the said agreement, namely that the
Licensee must first execute this form of non disclosure covenant and deliver it to the Escrow Agent;

THEREFORE the Licensee covenants as follows for the benefit of the Licensors:

1. To hold the Software in the strictest of confidence, recognizing that it is a valuable trade secret of the Licensors and that its improper disclosure will cause substantial and irreparable injury to the Licensors.
2. To restrict the use of the Software solely and exclusively for the purpose of supporting the Licensee's own installation or the installations of sub-licensees if the Licensee is an authorized VAR or OEM of the Software, and for no other purpose whatsoever. Licensee acknowledges that title to the Software shall at all times remain with the Licensors.
3. To restrict disclosure of the Software or any part thereof to only those of the Licensee's employees or agents who have a bona fide need to know, and who have received written notice of the confidential nature of the Software and have agreed to abide by these restrictions.
4. Other than for back up, not to make any copy, derivation, translation or imitation of the Software, or to use any of its algorithms, designs or architecture in producing another program.
5. To fully observe and perform all other obligations which may bind the Licensee under any other agreement, which exist between it and the Licensors.

BENEFICIARY:

INSERT

Authorized Representative Signature

Print Name

Title

Date (mm/dd/yyyy)

Phone Number

Fax Number

Email

Copy TO:

ESCROW AGENT

Lincoln-Parry SoftEscrow, Inc.

Fax: +1 -613-839-1362

**SCHEDULE G
AGREEMENT TERMINATION NOTICE**

TO: ESCROW AGENT

Lincoln-Parry SoftEscrow, Inc.

FAX: +1 -613-839-1362

TAKE NOTICE THAT the Licensor and Licensee being Parties to a Software Escrow Agreement bearing No. **# 8 0 4 7** and dated **JAN 0 7 2013** (mm/dd/yyyy) do hereby terminate the said agreement as of the date of this notice and directs you to destroy or deliver all the Software thereunder held by you to the Licensor forthwith.

Please select one of the following:

- ☐ You are hereby directed to **return** the materials above described. Licensor Initial _____ Licensee Initial _____
- ☐ You are hereby directed to **destroy** the materials above described. Licensor Initial _____ Licensee Initial _____

SHIPPING INSTRUCTIONS: Incomplete Information may result in a delay of processing.

LICENSOR:

Licensor	KENDIG KEAST COLLABORATIVE
Licensor Authorized Contact	
Authorized Representative	
Signature	
Title	
Street Address	
City/State	
Zip Code	
Phone Number	
Fax Number	
Email Address	
Federal Express Account Number	

LICENSEE:

Licensee	
Licensee Authorized Contact	
Authorized Representative	
Signature	
Title	
Email Address	
Street Address	
City/State	
Zip Code	
Phone Number	
Fax Number	



1415 Highway 6 South, Suite A-300
Sugar Land, Texas 77478

enCode-360™ Software License

LICENSEE: FREMONT, NEBRASKA

This Software License ("Agreement" or "License") is made as of the date of the last signature below, between EnCode-360, LLC, a Texas Limited Liability Company ("Licensor"), and the City of Fremont, Nebraska, a municipality of the State of Nebraska ("Licensee").

1. **License Grant.** This is an Agreement between Licensor and Licensee, with a term as set out in Section 3, below. Licensor grants licensee a non-transferable, non-exclusive, limited, non-assignable license with no right to sublicense, to use the software covered by this Agreement pursuant to the terms of this Agreement including payment of all applicable License Fees. This License gives only certain rights to Licensee. All other rights are reserved to Licensor.
2. **Software Covered by this License.** The terms of this Agreement apply to Licensee's use of the following software: enCode-90.
3. **Term of License.**
 - a. The term of this Agreement is the period from January 1, 2014 (effective date) to December 31, 2015, and is automatically renewable annually thereafter, unless terminated as provided in Section 3.b. or 3.c., below.
 - b. Either party may terminate this License by providing the other party with written notice of termination delivered at least 30 days prior to the date of termination. Upon receipt of any notice by the Licensee to terminate this Agreement, fees for such maintenance and support paid in advance, if any, shall be returned to the Licensee on a pro rata basis.
 - c. Either party may terminate this license in the event of a material breach by the other party by giving notice of termination to the breaching party at least 30 days prior to the effective date of the termination, provided, however, no such termination shall become effective if the breaching party cures the breach within 30 days of the termination notice or, if it is not possible to fully cure the breach within said time period, commences cure and diligently pursues the same to conclusion.
 - d. Licensor may terminate this License if, in Licensor's sole discretion, changes in Internet technologies (including software platforms, web browsers, and other technologies that allow the Software to operate) make Licensor's performance of this Agreement technically infeasible.
 - e. Upon termination of this Agreement, Licensor is not obligated to return all of Licensee's EnCode-360 content to Licensee. Licensee has full, unlimited access to the EnCode-360 content through its password-protected maintenance module. This access allows the City to export the content to Microsoft Word and Adobe PDF. Also, as set out in Section 13, Security and Backup, the Licensee may save the

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, Interim Planning Director

DATE: November 17, 2014

SUBJECT: Request to replat Ritz Lake Addition, Lots 6-14, Block 4 into 10 lots.

Recommendation: Move to approve Resolution.

Background: The re-plat is being requested by the existing owner, Douglas Ritthaler, of Lots 6-14, Block 4, Ritz Lake Addition, City of Fremont, Nebraska. The owner is proposing to replat the above referenced 9 lots into 10 lots.

The lots sit within a MU – Mixed Use zoning district and is surrounded on all four sides by AG zoned parcels.

The proposed re-plat will be in compliance with the Future Land Use Plan, and is in conformance with the Comprehensive Plan, Blueprint for Tomorrow. All lots created by this replat meet the minimum lot size restrictions spelled out in the Mixed Use Agreement for Ritz Lake Addition.

#11

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, approving the request to re-plat Ritz Lake Addition, Lots 6-14, Block 4 into 10 lots.

RESOLVED: That Douglas Ritthaler, owner of Lots 6 to 14, Block 4, Ritz Lake Addition, desires to re-plat said property into ten lots legally described as:

Lots 6, 7, 8, 9, 10, 11, 12, 13, 13-A, 14, Ritz Lake Replat 2 of Lots 6, 7, 8, 9, 10, 11, 12, 13, 13-A and 14, Block 4.

The re-plat of the property is hereby approved subject to:

1. Receipt of proper easements
2. Capping of any necessary utility services

and the Mayor and City Clerk are hereby directed to sign this Resolution on behalf of the City Council.

PASSED AND APPROVED THIS ____ DAY OF _____, 2014

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC, City Clerk

9, 10, 11, 12, 13, 13-A AND 14, BLOCK 4

FREMONT CITY COUNCIL APPROVAL

THIS PLAT AND DEDICATION SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE FREMONT CITY COUNCIL, DODGE COUNTY, NEBRASKA.

THIS _____ DAY OF _____, 20____

SCOTT GETZSCHMAN, MAYOR KIMBERLY YOLK, CITY CLERK

PLANNING COMMISSION APPROVAL

THIS PLAT OF RITZ LAKE REPLAT 2 OF LOTS 6, 7, 8, 9, 10, 11, 12, 13, 13-A AND 14, BLOCK 4, A SUBDIVISION OF RITZ LAKE ADDITION WAS APPROVED BY THE FREMONT CITY PLANNING COMMISSION.

CHAIR _____ DATE _____

KNOW ALL MEN BY THESE PRESENTS: THAT THE RITZ LAKE, LLC., A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID LAND TO BE PLATTED INTO TEN (10) LOTS, TO BE NAMED AND NUMBERED AS SHOWN, SAID PLAT TO BE HEREAFTER KNOWN AS RITZ LAKE REPLAT 2 OF LOTS 6, 7, 8, 9, 10, 11, 12, 13, 13-A AND 14, BLOCK 4. SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY, AS SHOWN ON THIS PLAT. SAID OWNER GRANTS UTILITY EASEMENTS AT THE LOCATIONS AND WIDTHS SHOWN ON THIS PLAT. WE DO ALSO GRANT EASEMENTS TO THE CITY OF FREMONT. SAID EASEMENTS ARE RESERVED FOR THE USE OF PUBLIC UTILITIES, AND ARE SUBJECT TO THE PARAMOUNT RIGHT OF THE PUBLIC UTILITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

THE RITZ LAKE, LLC., A NEBRASKA LIMITED LIABILITY COMPANY

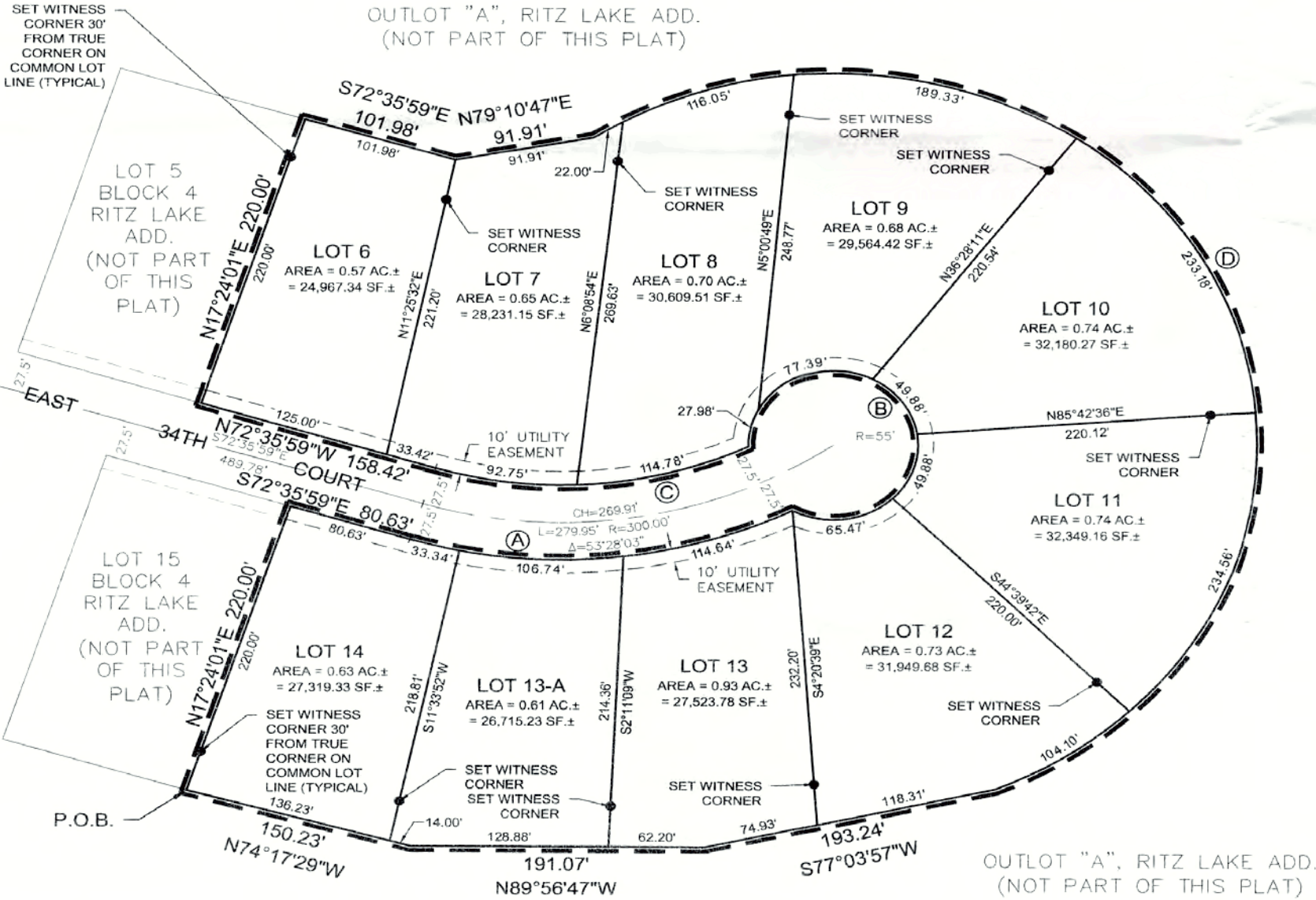
KENT DOUGLAS RITTHALER
MANAGING MEMBER

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
DODGE COUNTY } SS

ON THIS THIS _____ DAY OF _____, 20____, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAME KENT DOUGLAS RITTHALER, MANAGING MEMBER, THE RITZ LAKE, LLC., A NEBRASKA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC



CURVE DATA

- (A) Δ=44°45'09"
R=327.50'
L=255.80'
CL=249.35'
T=134.83'
CB=N85°01'26"E
- (B) Δ=299°47'24"
R=55.00'
L=287.78'
CL=55.17'
T=31.89'
CB=N31°30'33"W
- (C) Δ=43°54'41"
R=272.50'
L=208.84'
CL=203.77'
T=109.85'
CB=S85°26'40"W
- (D) Δ=191°41'47"
R=275.00'
L=920.08'
CL=547.14'
T=2684.88'
CB=S28°41'19"E

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS OF LOTS, ANGLE POINTS AND ENDS OF CURVES IN RITZ LAKE REPLAT 2 OF LOTS 6, 7, 8, 9, 10, 11, 12, 13, 13-A AND 14, BLOCK 4 (LOTS NUMBERED AS SHOWN), A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA.

August 27th, 2014
DATE
MICHAEL R. JOHNSON
1111 LINCOLN MALL, SUITE 111
LINCOLN, NE 68508



LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF LOTS 6, 7, 8, 9, 10, 11, 12, 13 AND 14, BLOCK 4, RITZ LAKE ADDITION, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 14, BLOCK 4, RITZ LAKE ADDITION, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 15, BLOCK 4, RITZ LAKE ADDITION, SAID POINT BEING A NORTH CORNER OF OUTLOT "A", RITZ LAKE ADDITION; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 14, SAID LINE BEING THE EAST LINE OF SAID LOT 15, ON AN ASSUMED BEARING OF N17°24'01"E, A DISTANCE OF 220.00' TO THE NORTHWEST CORNER OF SAID LOT 14, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 15, SAID POINT BEING ON A SOUTH RIGHT-OF-WAY LINE OF EAST 34TH COURT; THENCE S72°35'59"E, ON A NORTH LINE OF SAID LOT 14, SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 80.63' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 44°45'09", A RADIUS OF 327.50', AN ARC LENGTH OF 255.80' ON A NORTH LINE OF SAID LOT 14, AND A NORTH LINE OF LOTS 13 AND 12, BLOCK 4, RITZ LAKE ADDITION, SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 249.35', A TANGENT LENGTH OF 134.83', AND A CHORD BEARING OF N85°01'26"E, TO A NORTH CORNER OF SAID LOT 12, SAID POINT BEING THE POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 299°47'24", A RADIUS OF 55.00', AN ARC LENGTH OF 287.78' ON A NORTH LINE OF SAID LOT 12, A NORTHWEST LINE OF LOT 11, BLOCK 4, RITZ LAKE ADDITION, A WEST LINE OF LOT 10, BLOCK 4, RITZ LAKE ADDITION, A SOUTHWEST LINE OF LOT 9, BLOCK 4, RITZ LAKE ADDITION AND A SOUTHEAST LINE OF LOT 8, BLOCK 4, RITZ LAKE ADDITION, SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 55.17', A TANGENT LENGTH OF 31.89', AND A CHORD BEARING OF N31°30'33"W TO A SOUTH CORNER OF SAID LOT 8, SAID POINT BEING THE POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 43°54'41", A RADIUS OF 272.50', AN ARC LENGTH OF 208.84' ON A SOUTH LINE OF SAID LOT 8, AND THE SOUTH LINE OF LOT 7, BLOCK 4, RITZ LAKE ADDITION, SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 203.77', A TANGENT LENGTH OF 109.85', AND A CHORD BEARING OF S85°26'40"W TO THE SOUTHWEST CORNER OF SAID LOT 7, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 5, BLOCK 4, RITZ LAKE ADDITION; THENCE N17°24'01"E, ON THE WEST LINE OF SAID LOT 6, SAID LINE BEING THE EAST LINE OF SAID LOT 5, A DISTANCE OF 220.00' TO THE NORTHWEST CORNER OF SAID LOT 6, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ON A SOUTH LINE OF SAID OUTLOT "A"; THENCE S72°35'59"E, ON THE NORTH LINE OF SAID LOT 6, SAID LINE BEING A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 101.98' TO THE NORTHEAST CORNER OF SAID LOT 6, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 7; THENCE N79°10'47"E, ON A NORTH LINE OF SAID LOT 7, SAID LINE BEING A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 91.91' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 191°41'47", A RADIUS OF 275.00', AN ARC LENGTH OF 920.08' ON A NORTH LINE OF SAID LOT 7, THE NORTH LINE OF SAID LOT 8, THE NORTHEAST LINE OF SAID LOT 9, THE EAST LINE OF SAID LOT 10, AND THE SOUTHEAST LINE OF SAID LOT 11, SAID LINE BEING A WEST LINE OF SAID OUTLOT "A", A CHORD LENGTH OF 547.14', A TANGENT LENGTH OF 2684.88', AND A CHORD BEARING OF S28°41'19"E TO THE SOUTHWEST CORNER OF SAID LOT 11, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 12; THENCE S77°03'57"W, ON THE SOUTH LINE OF SAID LOT 12, SAID LINE BEING A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 193.24' TO THE SOUTHWEST CORNER OF SAID LOT 12, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 13; THENCE N89°56'47"W, ON THE SOUTH LINE OF SAID LOT 13, SAID LINE BEING A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 191.07' TO THE SOUTHWEST CORNER OF SAID LOT 13, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 14; THENCE N74°17'29"W, ON THE SOUTH LINE OF SAID LOT 14, SAID LINE BEING A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 150.23' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 291,409.88 SQUARE FEET OR 6.69 ACRES, MORE OR LESS.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer / Interim Planning Director

DATE: November 18, 2014

SUBJECT: Request to approve a conditional use permit to allow for Downtown Residential use in a Downtown Commercial Zoning District.

Recommendation: Move to approve the Conditional Use Permit of Jill Crithfield to allow for Downtown Residential use in a Downtown Commercial zoning district.

Background: This request is for an existing building located at 114 East Military Avenue, the Dragonfly building. The owner, Jill Crithfield would like to have a business on the first floor of the building and use the upper floors as a residence.

The area is zoned DC – Downtown Commercial, as is all ground immediately adjacent. A Downtown Residential Use, defined as “The use of upper levels above street level of a building within the Central Business District of the City of Fremont for single or multi-family residential uses”, is allowed at this location by Conditional Use Permit. Downtown Residential uses are only allowed within the area defined as the “Main Street Fremont Plan Area as set forth in the City’s 1999 Comprehensive Development Plan”. This particular parcel resides within this area.

The proposed conditional use will be in compliance with the requirements of the DC – Downtown Commercial zoning district as well as meeting the intent of the Future land Use Plan, and is in conformance with the proposed Comprehensive Plan, Blueprint for Tomorrow.

	CRITERIA	Compliance
Land Use Compatibility		
Development Density	Site area per unit or floor area ratio should be similar to surrounding uses if not separated by major natural or artificial features.	Yes
Height and Scale		
Height and Bulk	Development should minimize differences in height and building size from surrounding structures. Differences should be justified by urban design considerations.	Yes
Setbacks	Development should respect pre-existing setbacks in surrounding area. Variations should be justified by site or operating characteristics.	Yes
Building Coverage	Building coverage should be similar to that of surrounding development of possible. Higher coverage should be mitigated by landscaping or site amenities.	Yes
Site Development		
Frontage	Project frontage along a street should be similar to lot width.	Yes

Parking and Internal Circulation	Parking should serve all structures with minimal conflicts between pedestrians and vehicles.	Yes
	All structures must be accessible to public safety vehicles.	Yes
	Development must have access to adjacent public streets and ways. Internal circulation should minimize conflicts and congestion at public access points.	Yes
Landscaping	Landscaping should be integral to the development, providing street landscaping, breaks in uninterrupted paved areas, and buffering where required by surrounding land uses. Parts of site with sensitive environmental features or natural drainage ways should be preserved.	Yes
Building Design	Architectural design and building materials should be compatible with surrounding areas or highly visible locations	Yes
Operating Characteristics		
Traffic Capacity	Project should not obstruct traffic on adjacent streets. Compensating improvements will be required to mitigate impact on street system operations.	Yes
External Traffic Effects	Project design should direct non-residential traffic away from residential areas.	Yes
Operating Hours	Projects with long operating hours must minimize effects on surrounding residential areas.	Yes
Outside Storage	Outside storage areas must be screened from surrounding streets and less intensive land uses.	Yes
Public Facilities		
Sanitary Waste Disposal	Developments within 500 feet of a public sanitary sewer must connect to sewer system. Individual disposal systems, if permitted, shall not adversely affect public health, safety, or welfare.	Yes
	Sanitary sewer must have adequate capacity to serve development.	Yes
Utilities	Project must be served by utilities.	Yes
	Rural estate subdivisions should be located in designated areas which can accommodate utility and infrastructure installation consistent with the need to protect the environment and public health.	NA
Comprehensive Plan	Projects should be consistent with the City of Fremont's Comprehensive Development Plan.	Yes





STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL/ BOARD OF PUBLIC WORKS

FROM: GENERAL MANAGER, DEPARTMENT OF UTILITIES

DATE: November 17, 2014

SUBJECT: Westerly well field native grass harvest

Recommendation: Approve resolution to award bid.

Background: Bid is for the harvesting of the native grass on the westerly portion of the well field. Contract would be for one year. This area will be bid with the balance of the well field next year when the current contract expires. Area bid is 200 acres. Only bid received.

#13

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding bid of Elkhorn Crossing LLC for the harvest of native grass on the westerly portion of the Well Field in the amount of \$20,000.00.

WHEREAS, said bids were publicly opened, read and tabulated in the Council Chambers on the 12th day of November 2014, at the hour of 2:00 p.m.; and,

WHEREAS, the Board of Public Works has reviewed the bids received and recommends the bid of Elkhorn Crossing LLC be accepted as the best bid for the harvest of native grass on the westerly portion of the Well Field; and,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Board of Public Works and approve the award for the harvest of native grass on the westerly portion of the Well Field to Elkhorn Crossing LLC in the amount of \$20,000.00.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL/BOARD OF PUBLIC WORKS

FROM: GENERAL MANAGER, DEPARTMENT OF UTILITIES

DATE: November 17, 2014

SUBJECT: Truck mounted articulating crane, Water and Sewer Department

Recommendation: Approve resolution to award bid

Equipment is replacement crane that will be mounted on the truck chassis that the crane being replaced was mounted on. Two bids were received for the equipment as follows:

Aspen Equipment, Omaha, Ne. \$82657.00

B & F Crane Sales & Rental, Inc. Elkhorn, Ne. \$97,289.15

#14

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding bid of Aspen Equipment Co. for a truck mounted articulating crane in the amount of \$82,657.00.

WHEREAS, said bids were publicly opened, read and tabulated in the Council Chambers on the 12th day of November 2014, at the hour of 2:00 p.m.; and,

WHEREAS, the Board of Public Works has reviewed the bids received and recommends the bid of Aspen Equipment Co. be accepted as the best bid for a truck mounted articulating crane; and,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Board of Public Works and approve the award for a truck mounted articulating crane to Aspen Equipment Co. in the amount of \$82,657.00.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: NOVEMBER 20,2014

SUBJECT: ELECTION RESULTS

Recommendation: Move to receive and file the certified results of the general election of November 4, 2014.

Background: Council needs to receive and file for the record. Results of the election are as follows:

Council Member – First Ward

Gregory Smith	686
Mark Legband	1,318

Council Member – Second Ward

Mark Stange	602
Steven Lanholm	867

Council Member – Third Ward

James M. Vaughan	476
Scott Schaller	531

Council Member – Fourth Ward

John Anderson	899
Matt Bechtel	851

DODGE COUNTY CLERK

Fred Mytty

Deputy Clerk - Sharon K. Neuhaufen
Clerical - Micki Gilfry, Rose Greitens, Marilyn C. Novak

Courthouse – Room 102, 435 North Park, Fremont, Nebraska 68025-4977
Phone (402)727-2767

November 18, 2014

Kim Volk, City Clerk
City of Fremont
400 E. Military Avenue
Fremont, NE 68025

Dear Kim,

The Dodge County Canvassing Board has met and certified the results of the General Election held November 4, 2014 with the following results:

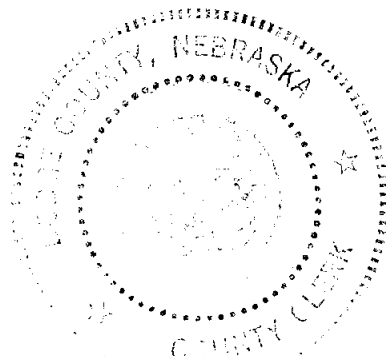
<u>Council – First Ward</u>	
Gregory Smith	686
Mark Legband	1,318
<u>Council – Second Ward</u>	
Mark Stange	602
Steven Landholm	867
<u>Council – Third Ward</u>	
James M. Vaughan	476
Scott Schaller	531
<u>Council – Fourth Ward</u>	
John Anderson	899
Matt Bechtel	851

Mark Legband, Steven Landholm, Scott Schaller and John Anderson will be sent certificates of election stating their term of office will begin on December 9, 2014.

Dated, signed, and sealed on this 18th day of November, 2014.

Sincerely,


Fred Mytty
Dodge County Clerk



STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: November 21, 2014

SUBJECT: Year to date financial reports.

Recommendation: Move to receive and file year to date financial reports for October 2014

Background: The following internally-produced year to date financial reports provide interim reporting to the City Council of the City's, including the utility funds, financial activity as of the end of the preceding month. The reports will be provided with the second regularly-scheduled Council meeting each month. The Council will continue to receive the monthly Report of the Treasury on the agenda for the first council meeting of each month.

The October balance sheet is not included for governmental funds because adjustments continue to be made to the prior year end balances for financial statement reporting purposes.

Fiscal Impact: The fiscal impact is reflected within the reports. Tax revenues collected in the first 60 days will be included in the prior year financial reports. With one month represented, normal percent of budgeted expenditures should be approximately 8.3%.

Preliminary (Unaudited)
City of Fremont - General Fund
Statement of Revenues and Expenditures
As of October 31, 2014

11/21/14
9:48 AM
1. 1

	CURRENT YTD OCTOBER 2014	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015	PRIOR YEAR YTD OCTOBER 2013	FISCAL YEAR 2013-2014 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2013-2014
Revenue by Type						
Taxes						
Property	-	4,126,069	-	-	4,827,084	-
In Lieu of Tax	-	10,000	-	-	10,000	-
Franchise	-	274,000	-	-	270,000	-
Business	51,245	1,162,000	4.41	65,435	1,151,000	5.69
Intergovernmental	-	555,793	-	-	616,890	-
Charges for Services	208,960	2,474,750	8.44	191,446	2,473,250	7.74
Donations	231	140,000	.17	989	150,000	.66
Interest	1,553	9,250	16.79	344	9,250	3.72
Other	693	9,493	7.30	1,270	209,493	.61
Total Revenue	262,682	8,761,355	3.00	259,484	9,716,967	2.67
Operating Expenditures by Activity						
Council	38,074	2,758,205	1.38	37,989	108,344	35.06
Administration						
City Administrator	12,699	236,891	5.36	12,469	225,048	5.54
Administration	236,346	1,562,316	15.13	217,935	1,456,279	14.97
Human Resources	2,349	184,929	1.27	2,184	160,487	1.36
Information Technologies	694	114,200	.61	81,566	161,000	50.66
City Attorney	9,785	149,998	6.52	9,245	145,043	6.37
City Clerk	10,566	187,063	5.65	11,194	208,978	5.36
Inspections	18,315	330,743	5.54	18,518	324,359	5.71
Sanitation	5,215	1,496,235	.35	6,465	1,478,555	.44
Public Works						
Engineering	23,624	562,933	4.20	13,425	516,884	2.60
Planning Commission	50	1,050	4.76	5	1,050	.48
Planning	663	117,194	.57	6,106	255,726	2.39
Police						
Police	237,685	4,454,186	5.34	250,433	4,383,158	5.71
Animal Shelter	5,440	73,534	7.40	545	72,480	.75
Fire						
Fire	147,862	2,742,766	5.39	139,087	2,692,127	5.17
Reserve	1	16,650	.01	2	12,340	.02
Civil Defense	81	12,685	.64	-	12,685	-
Parks						
Facilities	13,029	342,466	3.80	16,964	300,524	5.64
Parks	70,223	1,333,663	5.27	68,368	1,303,778	5.24
Recreation	12,548	377,222	3.33	17,353	371,918	4.67
Splash Station	1,772	287,833	.62	1,890	315,602	.60
Ronin	255	59,891	.43	891	88,986	1.00
Cemetery	7,803	138,542	5.63	7,719	133,399	5.79
Library	92,069	1,009,623	9.12	76,746	993,388	7.73
Grant Appropriations	-	139,820	-	-	98,427	-
Total Operating Expenditures	947,148	18,690,638	5.07	997,099	15,820,565	6.30

Preliminary (Unaudited)
City of Fremont - General Fund
Statement of Revenues and Expenditures
As of October 31, 2014

11/21/14
9:48 AM
2. 1

	CURRENT YTD OCTOBER 2014	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015	PRIOR YEAR YTD OCTOBER 2013	FISCAL YEAR 2013-2014 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2013-2014
Capital Expenditures by Activity						
Council	-	-	-	-	60,000	-
Administration						
Information Technologies	-	-	-	-	75,000	-
Sanitation	-	-	-	-	18,500	-
Public Works						
Engineering	-	-	-	-	4,000	-
Police						
Police	-	77,400	-	-	271,620	-
Fire						
Fire	6,879	1,158,800	.59	-	90,700	-
Parks						
Facilities	-	-	-	-	60,000	-
Parks	852	24,500	3.48	-	217,800	-
Recreation	-	-	-	-	74,000	-
Ronin	-	18,000	-	260	-	-
Cemetery	-	50,000	-	-	-	-
Library	-	-	-	-	95,000	-
Total Capital Expenditures	7,731	1,328,700	.58	260	966,620	.03
Total Expenditures	954,879	20,019,338	4.77	997,359	16,787,185	5.94
Excess/(Deficiency) of Revenues Over Expenditures	(692,197)	(11,257,983)	-	(737,875)	(7,070,218)	-
Other Financing Sources (Uses)						
Transfers in	550,615	7,791,658	7.07	604,725	8,232,523	7.35
Transfers out	-	(54,545)	-	(943)	(47,905)	1.97
Net transfers	550,615	7,737,113	-	603,782	8,184,618	-
Net change in fund balance	(141,582)	(3,520,870)	-	(134,093)	1,114,400	-

ADDITIONAL INFORMATION:
Provision of Fund Balance for
Fiscal Year 2013 was \$3,104,897, of
which \$1,952,514 is Carried Over
for Illegal Immigration

Preliminary (Unaudited)
City of Fremont - Special Revenue/Sales Tax Fund
Statement of Revenues and Expenditures
As of October 31, 2014

11/20/14
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1. 1

	CURRENT YTD OCTOBER 2014	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015	PRIOR YEAR YTD OCTOBER 2013	FISCAL YEAR 2013-2014 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2013-2014
Revenue by Type						
Taxes						
Sales	-	5,641,280	-	-	5,529,037	-
Intergovernmental	-	-	-	-	67,296	-
Charges for Services	-	40,000	-	-	40,000	-
Interest	6,294	33,360	18.87	11,890	33,380	35.62
Other	-	3,333	-	21,219	3,333	636.63
Total Revenue	6,294	5,717,973	.11	33,109	5,673,046	.58
Expenditures by Activity						
Economic Enhancement (LB 840)	4,400	1,210,000	.36	-	1,783,061	-
Total Expenditures	4,400	1,210,000	.36	-	1,783,061	-
Excess/(Deficiency) of Revenues Over Expenditures	1,894	4,507,973	-	33,109	3,889,985	-
Other Financing Sources (Uses)						
Transfers out	(248,358)	(6,285,267)	3.95	(308,670)	(10,841,170)	2.85
Net transfers	(248,358)	(6,285,267)	-	(308,670)	(10,841,170)	-
Net change in fund balance	(246,464)	(1,777,294)	-	(275,561)	(6,951,185)	-

Preliminary (Unaudited)
City of Fremont - Street Fund
Statement of Revenues and Expenditures
As of October 31, 2014

11/20/14
2:25 PM
1. 1

	CURRENT YTD OCTOBER 2014	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015	PRIOR YEAR YTD OCTOBER 2013	FISCAL YEAR 2013-2014 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2013-2014
Revenue by Type						
Taxes						
Motor Vehicle	-	450,000	-	-	450,000	-
Intergovernmental	-	2,357,000	-	40,246	2,457,000	1.64
Charges for Services	1,429	30,000	4.76	-	30,000	-
Interest	400	29,500	1.36	1,676	29,000	5.78
Other	304	-	-	-	50,000	-
Total Revenue	2,133	2,866,500	.07	41,922	3,016,000	1.39
Expenditures by Activity						
Public Works						
Streets	135,120	2,508,375	5.39	140,051	2,693,250	5.20
Streets Improvement	3,487	3,764,100	.09	1,498	8,059,900	.02
Total Expenditures	138,607	6,272,475	2.21	141,549	10,753,150	1.32
Excess/(Deficiency) of Revenues Over Expenditures	(136,474)	(3,405,975)	-	(99,627)	(7,737,150)	-
Other Financing Sources (Uses)						
Transfers in	29,039	2,061,800	1.41	27,952	5,960,265	.47
Net transfers	29,039	2,061,800	-	27,952	5,960,265	-
Net change in fund balance	(107,435)	(1,344,175)	-	(71,675)	(1,776,885)	-

Preliminary (Unaudited)
City of Fremont - All Other Funds
Summarized Statement of Revenues and Expenditures
As of October 31, 2014

11/21/14
9:49 AM
1. 1

	CURRENT YTD OCTOBER 2014	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015	PRIOR YEAR YTD OCTOBER 2013	FISCAL YEAR 2013-2014 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2013-2014
REVENUE BY FUND						
COMMUNITY DEVELOPMENT AGY	4	228,300	-	-	228,300	-
DEBT SERVICE	28	318,782	.01	6	310,319	-
KENO	23,693	575,900	4.11	22,065	575,706	3.83
PUBLIC USE	430	1,750	24.57	1	1,750	.06
DOWNTOWN IMPROVEMENT DISTRICT	-	-	-	1	10,000	.01
TRANSIT	-	49,505	-	171	47,495	.36
ECONOMIC ENHANCEMENT	90	500	18.00	1,683	16,500	10.20
AIRPORT	7,841	139,950	5.60	9,299	724,900	1.28
CDBG	238	1,002,000	.02	507	1,002,000	.05
ENHANCED 911	51	929,460	.01	(1)	923,708	-
DRUG TASK FORCE	-	416,117	-	39,399	453,617	8.69
WIRELESS E911	7,358	79,200	9.29	16	79,760	.02
SPECIAL PROJECTS	115	1,125,250	.01	31	1,070,250	-
IMPROVEMENTS	1,345	1,575,000	.09	53,140	1,575,000	3.37
CITY EMPL INS BENEFIT	459,634	5,013,988	9.17	424,420	5,014,788	8.46
WORKERS COMPENSATION	41,677	502,000	8.30	41,724	503,000	8.30
EMPLOYEE WELLNESS	1	3,710	.03	84	3,715	2.26
TOTAL REVENUE	542,505	11,961,412	4.54	592,546	12,540,808	4.72
EXPENDITURES BY FUND						
COMMUNITY DEVELOPMENT AGY	-	228,300	-	-	228,300	-
DEBT SERVICE	-	322,098	-	-	313,560	-
KENO	-	220,596	-	-	210,557	-
DOWNTOWN IMPROVEMENT DISTRICT	9	-	-	31	9,600	.32
TRANSIT	-	61,480	-	7,122	58,800	12.11
ECONOMIC ENHANCEMENT	-	100,000	-	-	400,000	-
AIRPORT	9,394	119,327	7.87	9,478	705,020	1.34
CDBG	17,754	1,018,000	1.74	-	2,277,302	-
ENHANCED 911	40,480	942,101	4.30	42,057	953,268	4.41
DRUG TASK FORCE	-	303,480	-	1,897	298,480	.64
SPECIAL PROJECTS	-	1,250,000	-	-	1,937,864	-
IMPROVEMENTS	-	1,590,000	-	47	1,590,000	-
CITY EMPL INS BENEFIT	203,284	5,592,100	3.64	129,598	5,239,100	2.47
WORKERS COMPENSATION	23,669	587,500	4.03	51,773	576,000	8.99
EMPLOYEE WELLNESS	-	3,550	-	-	3,425	-
TOTAL EXPENDITURES	294,590	12,338,532	2.39	242,003	14,801,276	1.64

Preliminary (Unaudited)
City of Fremont - All Other Funds
Summarized Statement of Revenues and Expenditures
As of October 31, 2014

11/21/14
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2. 1

	CURRENT YTD OCTOBER 2014	FISCAL YEAR 2014-2015 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2014-2015	PRIOR YEAR YTD OCTOBER 2013	FISCAL YEAR 2013-2014 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2013-2014
EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENDITURES	247,915	(377,120)	-	350,543	(2,260,468)	-
OTHER FINANCING SOURCES (USES)						
TRANSFERS IN	-	299,616	-	943	1,058,729	.09
TRANSFERS OUT	(50,269)	(696,638)	7.22	(51,038)	(685,518)	7.45
NET TRANSFERS	(50,269)	(397,022)	-	(50,095)	373,211	-
NET CHANGE IN FUND BALANCE	197,646	(774,142)	-	300,448	(1,887,257)	-

FREMONT DEPARTMENT OF UTILITIES
ELECTRIC SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 10/31/14

11/14/14
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1. 1

	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Operating Revenue	2,446,093	2,446,093	2,393,399	2,393,399	3,035,273	36,423,300	6.72
Less Operating Expense	1,839,642	1,839,642	1,756,727	1,756,727	2,553,941	30,647,970	6.00
Net Operating Revenue	606,451	606,451	636,672	636,672	481,332	5,775,330	10.50
Nonoperating Revenue	43,775	43,775	3,306	3,306	16,665	200,000	21.89
Less Nonoperating Expense	234,878	234,878	236,363	236,363	150,183	1,802,200	13.03
Net Nonoperating Revenue	(191,103)	(191,103)	(233,057)	(233,057)	(133,518)	(1,602,200)	11.93
Net Operating Revenue	606,451	606,451	636,672	636,672	481,332	5,775,330	10.50
Net Nonoperating Revenue	(191,103)	(191,103)	(233,057)	(233,057)	(133,518)	(1,602,200)	11.93
Net Revenue	415,348	415,348	403,615	403,615	347,814	4,173,130	9.95
Interfund Transfer In	-	-	-	-	3,547	42,570	-
Interfund Transfer Out	(198,036)	(198,036)	(192,613)	(192,613)	(202,200)	(2,426,410)	8.16
Net Interfund Transfer	(198,036)	(198,036)	(192,613)	(192,613)	(198,653)	(2,383,840)	8.31
Change in Net Position	217,312	217,312	211,002	211,002	149,161	1,789,290	12.15
EXPENSE IN DOLLARS							
Production	1,108,254	1,108,254	1,084,240	1,084,240	1,704,874	20,458,670	5.42
Distribution	138,060	138,060	129,992	129,992	217,900	2,614,950	5.28
Administrative & General	375,750	375,750	357,289	357,289	293,502	3,522,350	10.67
Depreciation	252,261	252,261	249,391	249,391	341,982	4,103,800	6.15
Subtotal	1,874,325	1,874,325	1,820,912	1,820,912	2,558,258	30,699,770	6.11
Purchased Power	200,195	200,195	172,178	172,178	145,833	1,750,000	11.44
Cost of Inventory Sold	-	-	-	-	33	400	-
Total Expenses	2,074,520	2,074,520	1,993,090	1,993,090	2,704,124	32,450,170	6.39
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	287,299	287,299	289,629	289,629	501,846	6,022,200	4.77
Overtime	41,065	41,065	43,580	43,580	47,790	573,500	7.16
Total Payroll	328,364	328,364	333,209	333,209	549,636	6,595,700	4.98
Off System Sales	115,689	115,689	71,209	71,209	158,333	1,900,000	6.09
Late Payment Revenue	19,607	19,607	20,344	20,344	-	-	-
Fixed Asset/Capital WIP	31,564	31,564	51,843	51,843	-	-	-

FREMONT DEPARTMENT OF UTILITIES
WATER SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 10/31/14

11/13/14
1:46 PM
1. 1

	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Water Sales	236,767	236,767	304,435	304,435	266,666	3,200,000	7.40
Tap Fees	-	-	-	-	416	5,000	-
Total Operating Revenue	236,767	236,767	304,435	304,435	267,082	3,205,000	7.39
Less Operating Expense	169,907	169,907	181,932	181,932	207,091	2,485,530	6.84
Net Operating Revenue	66,860	66,860	122,503	122,503	59,991	719,470	9.29
Nonoperating Revenue	39,079	39,079	771	771	974	11,700	334.01
Less Nonoperating Expense	26,098	26,098	26,263	26,263	21,565	258,788	10.08
Net Nonoperating Revenue	12,981	12,981	(25,492)	(25,492)	(20,591)	(247,088)	(5.25)
Net Operating Revenue	66,860	66,860	122,503	122,503	59,991	719,470	9.29
Net Nonoperating Revenue	12,981	12,981	(25,492)	(25,492)	(20,591)	(247,088)	(5.25)
Net Revenue	79,841	79,841	97,011	97,011	39,400	472,382	16.90
Interfund Transfer In	-	-	-	-	18,190	218,284	-
Interfund Transfer Out	(12,500)	(12,500)	(4,174)	(4,174)	(12,500)	(150,000)	8.33
Net Interfund Transfer	(12,500)	(12,500)	(4,174)	(4,174)	5,690	68,284	(18.31)
Change in Net Position	67,341	67,341	92,837	92,837	45,090	540,666	12.46
EXPENSE IN DOLLARS							
Production	27,308	27,308	17,911	17,911	36,987	443,930	6.15
Distribution	32,274	32,274	47,977	47,977	47,683	572,350	5.64
Administrative & General	60,652	60,652	66,849	66,849	65,179	782,338	7.75
Depreciation	75,771	75,771	75,458	75,458	78,807	945,700	8.01
Total Expense	196,005	196,005	208,195	208,195	228,656	2,744,318	7.14
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	25,565	25,565	35,751	35,751	50,371	604,480	4.23
Overtime	1,268	1,268	873	873	1,741	20,900	6.07
Total Payroll	26,833	26,833	36,624	36,624	52,112	625,380	4.29

Fixed Asset/Capital WIP

- - - - -

FREMONT DEPARTMENT OF UTILITIES
SEWER SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 10/31/14

11/13/14
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	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Sewer Rentals	422,306	422,306	340,584	340,584	375,915	4,511,000	9.36
Tap Fees	-	-	-	-	-	-	-
Total Operating Revenue	422,306	422,306	340,584	340,584	375,915	4,511,000	9.36
Less Operating Expense	262,724	262,724	271,378	271,378	337,553	4,051,165	6.49
Net Operating Revenue	159,582	159,582	69,206	69,206	38,362	459,835	34.70
Nonoperating Revenue	14,542	14,542	41	41	2,683	32,200	45.16
Less Nonoperating Expense	-	-	-	-	6,817	81,818	-
Net Nonoperating Revenue	14,542	14,542	41	41	(4,134)	(49,618)	(29.31)
Net Operating Revenue	159,582	159,582	69,206	69,206	38,362	459,835	34.70
Net Nonoperating Revenue	14,542	14,542	41	41	(4,134)	(49,618)	(29.31)
Net Revenue	174,124	174,124	69,247	69,247	34,228	410,217	42.45
Interfund Transfer In	-	-	-	-	7,900	94,802	-
Interfund Transfer Out	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(150,000)	8.33
Net Interfund Transfer	(12,500)	(12,500)	(12,500)	(12,500)	(4,600)	(55,198)	22.65
Change in Net Position	161,624	161,624	56,747	56,747	29,628	355,019	45.53
EXPENSE IN DOLLARS							
Production	101,771	101,771	104,114	104,114	147,794	1,773,780	5.74
Collection	19,112	19,112	17,614	17,614	35,835	430,105	4.44
Administrative & General	36,083	36,083	42,066	42,066	52,301	627,798	5.75
Depreciation	105,758	105,758	107,584	107,584	108,440	1,301,300	8.13
Total Expense	262,724	262,724	271,378	271,378	344,370	4,132,983	6.36
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	52,382	52,382	48,068	48,068	89,297	1,071,600	4.89
Overtime	1,698	1,698	712	712	2,908	34,900	4.87
Total Payroll	54,080	54,080	48,780	48,780	92,205	1,106,500	4.89
Fixed Asset/Capital WIP	-	-	-	-	-	-	-

FREMONT DEPARTMENT OF UTILITIES
GAS SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 10/31/14

11/13/14
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	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Operating Revenue	647,818	647,818	634,206	634,206	1,407,311	16,887,750	3.84
Less Operating Expense	796,764	796,764	867,529	867,529	1,325,082	15,901,380	5.01
Net Operating Revenue	(148,946)	(148,946)	(233,323)	(233,323)	82,229	986,370	(15.10)
Nonoperating Revenue	42	42	21	21	666	8,000	.53
Less Nonoperating Expense	-	-	-	-	1,023	12,282	-
Net Nonoperating Revenue	42	42	21	21	(357)	(4,282)	(.98)
Net Operating Revenue	(148,946)	(148,946)	(233,323)	(233,323)	82,229	986,370	(15.10)
Net Nonoperating Revenue	42	42	21	21	(357)	(4,282)	(.98)
Net Revenue	(148,904)	(148,904)	(233,302)	(233,302)	81,872	982,088	(15.16)
Interfund Transfer In	-	-	-	-	-	-	-
Interfund Transfer Out	(57,991)	(57,991)	(63,682)	(63,682)	(62,155)	(745,870)	7.77
Net Interfund Transfer	(57,991)	(57,991)	(63,682)	(63,682)	(62,155)	(745,870)	7.77
Change in Net Position	(206,895)	(206,895)	(296,984)	(296,984)	19,717	236,218	(87.59)
EXPENSE IN DOLLARS							
Gas Purchase Expense	613,460	613,460	678,534	678,534	1,083,333	13,000,000	4.72
Distribution	84,160	84,160	72,673	72,673	111,593	1,339,250	6.28
Administrative & General	60,062	60,062	76,325	76,325	90,180	1,082,412	5.55
Depreciation	39,082	39,082	39,997	39,997	40,999	492,000	7.94
Total Expense	796,764	796,764	867,529	867,529	1,326,105	15,913,662	5.01
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS							
Regular	59,117	59,117	61,912	61,912	109,963	1,319,600	4.48
Overtime	881	881	838	838	1,590	19,100	-
Total Payroll	59,998	59,998	62,750	62,750	111,553	1,338,700	4.48
Late Payment Revenue	1,784	1,784	1,780	1,780	-	-	-
Fixed Asset/Capital WIP	-	-	-	-	-	-	-

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Kimberly Volk, City Clerk/Treasurer

DATE: November 20, 2014

SUBJECT: Cement work application

Recommendation: Move to approve cement worker application of Tim Gregory and Homebuyers Inc.

Background: Cement workers are required to apply for their first license with the City Council as there is not an examination given. There is no need to reapply with the City Council as long as the applicant keeps their license in force every year. Licensed cement/asphalt/excavation workers have a 60 day grace period to renew their license after April 1st of every year.

Mr. Gregory is a first time applicant.

Fiscal Impact: n/a

#17

CITY OF
FREMONT
 NEBRASKA PATHFINDERS

LICENSE APPLICATION

Position	Fee	Bond	Term
FMC 10-322 Cement Work/Asphalt/Excavate	20.00	5,000.00	April 1st to April 1st of each year
FMC 10-315 House Mover	25.00	5,000.00	April 1st to April 1st of each year

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as

Timothy Gregory Jr.
~~FMC 10-322~~

License should be issued to

Homebuyers Inc.

License shall be used by applicant as the sole owner of business, which will be conducted under the name of

Homebuyers Inc. at *1423 Grandview Ave. Papillion Ne.*

(If applicant is not sole owner, set out the other owners: _____)

Applicant telephone number at place of business or where can be reached *402 670-6077*

To enable the Mayor and Council to determine whether an applicant possesses the necessary qualifications to obtain said license, applicant, under oath does hereby state:

I have had 22 years of practical experience in this type of work at the following places (Cover the last five years)

Blair Ne.

Omaha Ne.

I have the following technical education: *Military-tanker-Infantry*

I give you the following references: *Gerhold Concrete Blair Ne.*

Arp Concrete Blair Ne. and Ready mix concrete.

Applicant agrees to comply with all licensing requirements should Council approve this application. Applicant agrees to comply with and is willing to be governed, in all respects, by the ordinances and laws now in effect or to be hereafter adopted by the City of Fremont.

IMPORTANT! After obtaining your license, please go to the 3rd floor of Municipal Building to obtain the rules and regulations concerning concrete work.

Dated *Nov-21-2014*

Signature

Timothy Gregory Jr.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: NOVEMBER 6, 2014

SUBJECT: CRIMINAL TRESPASS ORDINANCE AND FREMONT MUNICIPAL CODE REVISIONS

Recommendation: Hold third reading and vote on Ordinance.

Background: This ordinance change incorporates Jack's Trailer Court request to be added.

Fiscal Impact: none.

#18

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA AMENDING SECTION 6-406 OF ORDINANCE NO. 3139 OF THE FREMONT MUNICIPAL CODE AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PERTAINING TO CRIMINAL TRESPASS, PROVIDING FOR PUBLICATION IN PAMPHLET FORM, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA:

SECTION I. That a Section 6-406 of Ordinance No. 3139 of the Fremont Municipal Code be amended to read as follows:

6-406 MISDEMEANORS: CRIMINAL TRESPASS. It shall be unlawful for any person, knowing that he or she is not licensed or privileged to do so, to:

- A. Enter or secretly remain in any building or occupied structure, or any separately secured or occupied portion thereof; or
- B. Enter or remain in any place as to which notice against trespass is given by:
 - 1. Actual communication to the actor; or
 - 2. Posting in a manner prescribed by law or reasonably likely to come to the attention of intruders; or
 - 3. Fencing or other enclosure manifestly designed to exclude intruders.
- C. This ordinance shall be in full force and effect for private parking lots regarding violations of fire codes, traffic regulations, offenses against public morals, unlawful assembly and trespass and with the same authority as public thoroughfares, public parking lots and other public areas, provided:
 - 1. The owners, or their lessees of such private parking lots, shall make a written request of the City to apply the ordinance to their lots, describing them, and in addition shall post their lots with appropriate signs stating: "No Trespassing, Parking for Customers Only." Said request shall be accompanied by a fifty-five dollar (\$55.00) application fee to cover publication costs and administrative expenses.
 - 2. To remove a private parking lot from the application of this ordinance, the owners, or their lessees of such private parking lots, shall make a written request of the City to remove the parking lot from the Ordinance, describing them, and remove signs restricting or limiting parking. Said request shall be accompanied by a fifty-five dollar (\$55.00) application fee to cover publication costs and administrative expenses.

The Ordinance shall apply on all of the following areas:

Animal Medical Clinic, 1935 North Bell
Arby's Restaurant, 2040 North Bell
Big Lots, 1700 East 23rd
Blackie's, 746 North Broad
Bomgaars, 1830 East 23rd
Boschult Engineering, 1145 West Military
Boschult Engineering, 340 West 22nd
Brokenicky Jewelers, 321 North Main

China Moon, 610 East 23rd

Cigarette & Snack Outlet, 521 North Broad

City of Fremont –

- 400 East Military and adjacent parking lot

- Christensen Field, 1710 West 16th

- Keene Memorial Library, 1030 N. Broad

- Parking lot at Military and Park

- Parking lot on southwest corner of Eighth and C

- Parking lot on southwest corner of Eighth and Union

- Parking lot across from Auditorium (Lots 2 tr 8, Blok. 84, O.T.)

- Parking lot north of the Auditorium

- Police Department, Eighth and Park

- Utility Plant #1, Eighth and Main

Columbus Federal Parking Lot, 2300 Laverna

Dairy Queen, 2222 North Broad

Denny's Liquor, 16th and Bell Center Complex Parking Lot

Dodge County -

- Courthouse, 435 North Park

- Extension Service, 1206 West 23rd

- Judicial Center, 428 North Broad

Dodge County Project Head Start, 1024 West 23rd

Don Peterson and Associates, 620 East 23rd

Eastridge Animal Clinic, 2345 North Laverna

Essex Square Apartments, 825 N. Lincoln

FBC Complex, 301 East Sixth

Falcone Medical Center, 1935 East Military

First State Bank, 1005 East 23rd Street

Fontanelle Hybrids, 2230 North Bell

Food 4 Less, 1531 North Bell

Fremont Area Chamber, 605 North Broad

Fremont Cablevision, 1780 East 23rd Street

Fremont First Central Federal Credit Union, 1715 North Bell

Fremont First Central Federal Credit Union, 2100 North Bell

Fremont Mall Parking Lot, 860 East 23rd Street

Fremont Medical Clinic, 2350 N. Clarkson

Fremont National Bank and Trust Company, 801 East 23rd

Fremont Rental Inc., 2347 North Laverna

Gas N Shop, 1533 North Bell

Gateway Plaza, 19th and Bell Streets

General Store, 333 West 23rd

Glass House, 517 East 23rd

Goodwill Industries Inc., 2415 E. 23rd

Green Key II, 1440 North Bell

Green's Greenhouse and Treasure House, Green Key Plaza, Bell Street at 14th

Gringo's, 1950 N. Bell

H & R Block, 1728-1740 North Bell

Jacobs Center Complex, 1915 & 1925 East 8th

Jensen Tire #10, 245 E. Military

Krafka Law Offices, 1010 N. Bell

Kwik Shop, 710 North Broad

Longacres, Inc., 150 E. Military
Low Income Ministry, 549 North H
May, Dr. Gary, 1689 East 23rd Avenue South
May Museum, 1643 North Nye
McDonalds, 435 East 23rd
Miller Pharmacy, 322 East 22nd
Nebraska Softball Association, 620 E. 23rd
Oriental Trading Company, 2407 Colorado Avenue
Overland Products, 1687 Airport Road
P & H Electric, 1210 East 17th Street
Parkview Center Parking Lot, 1900 East Military
Parkview Professional Center, 1835 East Military
Pay Day USA, 1023 East 23rd
Prairie Fields, 350 West 23rd
Plum Grove Professional Building, 415 E. 23rd Street
Property at 410 North Bell
Property at 1640 North Bell
Property at 1670 North Bell
Property at 2100 North Bell
Property at 1755 North Bell
Property at 723 North Broad
Property at 1604 North Clarkson
Health Care Professionals, Inc. -
 2360 North Clarkson
 2340 North Clarkson
 2350 North Clarkson
 710 Reynolds Road
 Vacant lot north of 710 Reynolds Road
 730 Reynolds Road
Property at 3210 North Clarkson
Property at 2442 North Colorado
Property at 3350 East Elk Lane
Property at 204 North H
Property at 205 North H
Property at 220 North H
Property at 225 North H
Property at 224 North I
Property at 2600 North Laverna
Property at 2700 North Laverna
Property at 2511 Rademakers Way
Property at 2779 Rademakers Way
Property at 520 West Linden
Property at 601 West Linden
Property at 626 North Main
Property at 1605 East Military
Property at 1640 West Military
Property at 1955, 1957 & 1959 East Military
Property at 734 North Park
Property at 317 S William
Property at 2438 and 2454 North Yager Road

Property at 303 West 3rd
Property at 152 East 6th
Property at 1152 East 16th
Property at 1135 East 19th
Property at 650 West 21st
Property at 652 West 21st
Property at 510 East 22nd
Property at 520 West 23rd
Property at 655 West 23rd
Property at 845 West 23rd
Property at 633 East 23rd
Property at 700 East 23rd
Property at 707 East 23rd
Property at 847-849 East 23rd
Property at 1220 East 23rd
Property at 1249 East 23rd
Property at 1550 East 23rd Avenue North
Property at 1682 East 23rd Avenue North
Property at 1684 East 23rd Avenue North
Property at 1688 East 23rd Avenue North
Property at 1690 East 23rd Avenue North
Property at 1700 East 23rd Avenue North
Property at 1710 East 23rd Avenue North
Property at 1720 East 23rd Avenue North
Property at 1730 East 23rd Avenue North
Property on Southeast corner of 23rd & Clarkson
Property at 544 East 30th
Property at 506 East 30th
Property at 454 East 30th
Property at 404 East 30th
Property at 1437 East 23rd
Runza Restaurant, 640 North Park
Runza Restaurant, 1201 East 23rd
Salem Lutheran Church, 401 East Military
Sawyer Gas N Wash, 1915 North Bell
Shaw, Hull & Navarrette, 637 North Park Avenue
Sid Dillon Used Cars, 1665 North Bell
Siebler & Schmeichel, 1910 North Bell
Sounds, Priority Signs & Payless Shoe Store, 845 East 23rd
Staples Plaza, 23rd and Bell
Subway Inc., 549 East 23rd
Sun-Kist Cleaners, 18th and Bell Streets
Taco John's, 1704 North Bell
Taylor & Martin, Inc., 1865 Airport Road
Taylor Quik-Pik, Inc., 2010 Bell Street
Thrifty Lube, 2210 North Bell
T.O. Haas Tire, 505 East 23rd
US Bank Drive-In Bank, 240 E. Military
US Bank Main Bank, 210 E. Military
US Bank Suburban Bank, 1615 E. 23rd Street

Whitmer Welding, 555 West 23rd
Wisner Sports Supply Inc., 1830 N. Bell

SECTION II. That original Section 6-406 of Ordinance No. 3139 of the Fremont Municipal Code and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. This ordinance shall be published in pamphlet form by the City Clerk.
Page Five

SECTION IV. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law

PASSED AND APPROVED THIS ____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

Staff Report

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer / Interim Planning Director

DATE: November 18, 2014

SUBJECT: Annexation of the Brooks Hollow Addition

Recommendation: 1) Move to introduce the Ordinance 2) Hold first Reading.

Background: The City of Fremont requests the annexation of property located in the SW1/4 SW1/4 of Section 18, Township 17 North, Range 9 East of the 6th P.M., Dodge County, Nebraska. The Developer and Project Engineer are in support of this annexation. This annexation represents the first phase of the Brooks Hollow Development. The Planning Commission passed this annexation proposal with a vote of 8-0 on Monday November 17, 2014.

The proposed annexation meets the Future Land Use Plan, and is in conformance with the Comprehensive Plan, Blueprint for Tomorrow.

#19

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA ANNEXING THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: A PARCEL OF LAND LOCATED IN THE SW1/4 SW1/4 OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, AND, PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA:

SECTION I. That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban in character, will receive material benefits and advantages from annexation to said City, to-wit:

A PARCEL OF LAND LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMENCING AT THE SOUTHWEST CORNER OF SAID SW ¼ OF THE SW ¼; THENCE N89°53'10"E (ASSMED BEARING) ALONG THE SOUTH LINE OF SAID SW ¼ OF THE SW ¼ A DISTANCE OF 25.00 FEET TO THE EAST LINE OF LUTHER ROAD AND THE POINT OF BEGINNING; THENCE N00°03'55"E ALONG THE EAST LINE OF LUTHER ROAD A DISTANCE OF 756.14 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF BRENTWOOD PARK FOURTH ADDITION; THENCE N89°58'27"E ALONG THE SOUTH LINE OF BRENTWOOD PARK FOURTH ADDITION AND THE WESTERLY EXTENSION THEREOF A DISTANCE OF 369.19 FEET; THENCE S00°01'33"E A DISTANCE OF 55.53 FEET; THENCE S58°58'49"E A DISTANCE OF 69.54 FEET; THENCE S27°56'28"E A DISTANCE OF 96.64 FEET; THENCE S07°56'01"E A DISTANCE OF 100.70 FEET; THENCE S26°02'42"W A DISTANCE OF 98.57 FEET; THENCE S69°58'19"E A DISTANCE OF 124.62 FEET; THENCE S68°15'13"E A DISTANCE OF 55.03 FEET; THENCE S75°01'34"E A DISTANCE OF 76.34 FEET; THENCE S00°06'50"E A DISTANCE OF 137.10 FEET; THENCE S12°17'59"E A DISTANCE OF 56.27'; THENCE S00°06'50"E A DISTANCE OF 115.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SW ¼ OF THE SW ¼ ; THENCE S89°53'10"W ALONG SAID SOUTH LINE A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING; CONTAINING 9.69 ACRES, MORE OR LESS.

be and the same is hereby included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City.

SECTION II: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

FINAL PLAT OF
Brooks Hollow Addition

TO THE CITY OF FREMONT, NEBRASKA.

PART OF THE SW1/4 SW1/4 OF SECTION 18, TOWNSHIP 17 NORTH,
RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA.

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SW1/4SW1/4 OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SW1/4SW1/4; THENCE N89°53'10"E (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SW1/4SW1/4 A DISTANCE OF 25.00 FEET TO THE EAST LINE OF LUTHER ROAD AND THE POINT OF BEGINNING; THENCE N00°03'55"E ALONG THE EAST LINE OF LUTHER ROAD A DISTANCE OF 756.14 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF BRENTWOOD PARK FOURTH ADDITION; THENCE N89°58'27"E ALONG THE SOUTH LINE OF BRENTWOOD PARK FOURTH ADDITION AND THE WESTERLY EXTENSION THEREOF A DISTANCE OF 369.19 FEET;
THENCE S00°01'33"E A DISTANCE OF 55.53 FEET;
THENCE S58°58'40"E A DISTANCE OF 69.54 FEET;
THENCE S27°56'28"E A DISTANCE OF 96.64 FEET;
THENCE S07°56'01"E A DISTANCE OF 100.70 FEET;
THENCE S26°02'42"W A DISTANCE OF 98.57 FEET;
THENCE S69°58'19"E A DISTANCE OF 124.62 FEET;
THENCE S68°15'13"E A DISTANCE OF 55.03 FEET;
THENCE S75°01'34"E A DISTANCE OF 76.34 FEET;
THENCE S00°06'50"E A DISTANCE OF 137.10 FEET;
THENCE S12°17'59"E A DISTANCE OF 56.27 FEET;
THENCE S00°06'50"E A DISTANCE OF 115.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SW1/4SW1/4; THENCE S89°53'10"W ALONG SAID SOUTH LINE A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING; CONTAINING 9.69 ACRES, MORE OR LESS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT CHARLES H. DIERS, AND MARY LOU DIERS, HUSBAND AND WIFE, AND CHARLES H. DIERS, L.L.C., CHARLES H. DIERS, PRESIDENT; OWNERS AND PROPRIETORS OF THE TRACT OF LAND SHOWN AND DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE DIVIDED INTO LOTS AND BLOCKS, SAID SUBDIVISION TO BE KNOWN AS BROOKS HOLLOW ADDITION, THE LOTS AND BLOCKS TO BE NUMBERED AS SHOWN AND APPROVE OF THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND HEREBY DEDICATE TO THE PUBLIC FOR PERPETUAL PUBLIC USE THE STREETS TO BE KNOWN AS BROOKS HOLLOW DRIVE, SUMMERWOOD DRIVE, SUMMERWOOD COVE, ABERDEEN STREET AND LUTHER ROAD AT THE LOCATIONS AND TO THE WIDTHS SHOWN HEREON AND HEREBY GRANT PERPETUAL EASEMENTS AT THE LOCATIONS AND TO THE WIDTHS SHOWN HEREON TO THE CITY OF FREMONT, ANY PUBLIC OR PRIVATE UTILITY COMPANY, AND FOR THE USE OF ABUTTING PROPERTY OWNERS, FOR THE SOLE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF UTILITY LINES AND PIPES AND DRAINAGE FACILITIES. NO PERMANENT BUILDING OR RETAINING WALL SHALL BE PLACED IN THE ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, WE DO HEREBY SET OUR HANDS THE

_____ DAY OF _____, 2014, A.D.

CHARLES H. DIERS, PRESIDENT
FOR: CHARLES H. DIERS, LLC

CHARLES H. DIERS _____ MARY LOU DIERS _____

PLANNING COMMISSION APPROVAL

ON THIS _____ DAY OF _____, A.D. 2014, THIS PLAT OF DEER POINTE THIRD ADDITION WAS APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

CHAIR

CITY COUNCIL ACCEPTANCE

ON THIS _____ DAY OF _____, A.D. 2014, THIS PLAT OF DEER POINTE THIRD ADDITION WAS APPROVED AND ACCEPTED BY RESOLUTION _____ OF THE CITY COUNCIL THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

MAYOR

CLERK

NOTES:

- THE FOLLOWING VALUES WERE USED UNLESS OTHERWISE NOTED:
STREET RIGHT-OF-WAY WIDTH = 55.00'
FRONT YARD SETBACK = 25'
STREET SIDE YARD SETBACK = 15'
EASEMENT WIDTH = 10'
- ALL NEW LOT CORNERS, CHANGES IN DIRECTION AND THE BEGINNING AND ENDS OF CURVES ARE MARKED WITH 3/4" X 24" REBARS WITH PLASTIC "LS 503" CAPS.
- NO PRIVATE DRIVEWAY CONNECTIONS PERMITTED TO LUTHER ROAD.
- FOR DETAILED INFORMATION ON FOUND MONUMENTS AND SECTION CORNER TIES SEE RECORD SURVEY BY DODD, LS-503 DATED 6/23/2014.

CURVE TABLE

#	RADIUS	ARC LEN	CH LEN	CH BEARING	DELTA
C1	1000.00'	125.73'	125.65'	N86°27'47"E	71°21'51"
C2	500.00'	122.87'	122.57'	S07°00'50"W	143°04'49"
C3	500.00'	123.22'	122.90'	S08°58'40"E	140°07'10"
C4	200.00'	314.78'	283.28'	S45°01'27"E	90°10'45"
C5	800.00'	127.96'	127.82'	S04°41'46"E	9°09'52"
C6	400.00'	203.77'	201.58'	S05°18'57"W	29°11'17"
C7	20.00'	31.59'	28.40'	S45°10'38"E	90°29'06"
C8	957.50'	112.70'	112.63'	N86°12'30"E	6°44'37"
C9	20.00'	28.89'	26.44'	S41°27'03"W	82°46'16"
C10	472.50'	116.44'	116.14'	S08°58'40"E	140°07'10"
C11	527.50'	129.61'	129.28'	S07°00'55"E	14°04'40"
C12	472.50'	116.14'	115.85'	S07°00'45"E	14°05'00"
C13	527.50'	78.08'	78.01'	S09°48'49"E	8°28'51"
C14	20.00'	28.45'	26.86'	N47°45'14"W	84°21'41"
C15	20.00'	17.70'	17.13'	N64°42'49"E	50°42'13"
C16	550.00'	270.13'	69.67'	S00°03'55"W	281°24'25"
C17	20.00'	17.70'	17.13'	N64°34'59"W	50°42'13"
C18	20.00'	31.42'	28.28'	S45°03'55"W	90°00'00"
C19	172.50'	271.50'	244.33'	S45°01'27"E	90°10'45"
C20	20.00'	31.87'	28.61'	N44°13'47"E	91°18'47"
C21	427.50'	160.08'	159.15'	S09°18'02"W	21°27'18"
C22	372.50'	140.14'	139.31'	S08°59'48"W	21°33'18"
C23	20.00'	30.83'	27.87'	N45°56'50"W	88°19'59"
C24	20.00'	33.45'	29.68'	S11°58'43"W	95°48'55"
C25	827.50'	83.99'	83.95'	N03°01'17"W	5°48'55"
C26	772.50'	88.34'	88.30'	S03°23'24"E	6°33'08"
C27	20.00'	29.15'	26.62'	N48°23'24"W	83°26'52"
C28	227.50'	106.65'	105.67'	N76°41'04"W	26°51'31"
C29	20.00'	28.48'	26.14'	N75°56'51"E	81°35'41"
C30	55.00'	190.09'	108.64'	N45°50'25"W	198°01'10"
C31	20.00'	28.48'	26.14'	S12°22'20"W	81°35'41"
C32	227.50'	34.01'	33.98'	S24°08'33"E	8°33'55"
C33	20.00'	26.99'	24.98'	S58°30'51"E	77°18'32"
C34	1034.50'	122.82'	122.75'	S86°13'58"W	6°48'09"
C35	20.00'	31.27'	28.18'	N44°50'59"E	89°34'08"

LEGEND

- SECTION LINE
- LOT LINE EXISTING
- LOT LINE PROPOSED
- SETBACK LINE
- EASEMENT LINE EXISTING
- EASEMENT LINE PROPOSED
- CENTERLINE
- FUTURE LOT LINE
- CURVE NUMBER

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY AS THE UNDERSIGNED REGISTERED LAND SURVEYOR, THAT I HAVE SURVEYED THE TRACT OF LAND SHOWN AND DESCRIBED HEREON, AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR WILL BE SET AS DESCRIBED HEREON, WITHIN 60 DAYS OF THE FILING OF THIS PLAT AT THE DODGE COUNTY REGISTER OF DEEDS OFFICE.

STEPHEN W. DODD, LS-503



Brooks Hollow Addition
TO THE CITY OF FREMONT
DODGE COUNTY, NEBRASKA

FINAL PLAT

Staff Report

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer / Interim Planning Director

DATE: November 18, 2014

SUBJECT: Annexation of the Outlot 'C' of Ritz Lake Addition – Phase I

Recommendation: 1) Move to introduce the Ordinance 2) Hold first reading.

Background: The City of Fremont requests the annexation of property located in the NW ¼ of Section 7, Township 17 North, Range 9 East of the 6th P.M., Dodge County, Nebraska. This tract of land represents the remainder of the first phase of the Ritz Lake development. The Developer and Project Engineer are in support of this annexation. The Planning Commission passed this annexation proposal with a vote of 8-0 on Monday November 17, 2014.

The proposed annexation meets the Future Land Use Plan, and is in conformance with the Comprehensive Plan, Blueprint for Tomorrow.

#21

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA ANNEXING THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, AND, PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA:

SECTION I. That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban in character, will receive material benefits and advantages from annexation to said City, to-wit:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT "C", RITZ LAKE ADDITION, SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE WESTERLY ON THE SOUTH LINE OF SAID OUTLOT "C", SAID LINE BEING THE SOUTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF S89°59'40"W, A DISTANCE OF 2,627.53' TO THE SOUTHWEST CORNER OF SAID OUTLOT "C", SAID POINT BEING ON A EAST RIGHT-OF-WAY LINE OF LUTHER ROAD; THENCE N00°01'47"E, ON A WEST LINE OF SAID OUTLOT "C", SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE ALSO BEING 75.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 49.95' TO A NORTH CORNER OF SAID OUTLOT "C"; THENCE N89°59'18"E, ON A NORTH LINE OF SAID OUTLOT "C", A DISTANCE OF 488.08' TO A NORTH CORNER OF SAID OUTLOT "C"; THENCE N36°55'07"E, ON A NORTHWEST LINE OF SAID OUTLOT "C", A DISTANCE OF 176.75' TO A WEST CORNER OF SAID OUTLOT "C"; THENCE N53°04'53"W, ON A SOUTHWEST LINE OF SAID OUTLOT "C", A DISTANCE OF 135.00' TO A WEST CORNER OF SAID OUTLOT "C", SAID POINT BEING ON A SOUTHEAST RIGHT-OF-WAY LINE OF RITZ PLACE; THENCE N36°55'07"E, ON A NORTHWEST LINE OF SAID OUTLOT "C", SAID LINE BEING A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 15.00' TO A NORTH CORNER OF SAID OUTLOT "C", SAID POINT BEING ON A SOUTHWEST RIGHT-OF-WAY LINE OF BRYAN SHORE DRIVE; THENCE S53°04'53"E, ON A NORTHEAST LINE OF SAID OUTLOT "C", SAID LINE BEING A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 122.50' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 36°55'27", A RADIUS OF 527.50', AN ARC LENGTH OF 339.95' ON A NORTH LINE OF SAID OUTLOT "C", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 334.09', A TANGENT LENGTH OF 176.11', AND A CHORD BEARING OF S71°32'36"E, TO A POINT; THENCE N89°59'40"E, ON A NORTH LINE OF SAID OUTLOT "C", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 1,184.26' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°40'27", A RADIUS OF 647.50', AN ARC LENGTH OF 41.52' ON A NORTH LINE OF SAID OUTLOT "C", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 41.52', A TANGENT LENGTH OF 20.77', AND A CHORD BEARING OF N88°09'27"E, TO A POINT; THENCE N86°19'13"E, ON A NORTH LINE OF SAID OUTLOT "C", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 141.71' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 88°32'35", A RADIUS OF 297.50', AN ARC LENGTH OF 459.75' ON A NORTHWEST LINE OF SAID OUTLOT "C", SAID LINE BEING A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 415.35', A TANGENT LENGTH OF 290.03', AND A CHORD BEARING OF N42°02'56"E, TO A POINT; THENCE N02°13'22"W, ON A WEST LINE

OF SAID OUTLOT "C", SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 244.18' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°04'02", A RADIUS OF 552.50', AN ARC LENGTH OF 19.94' ON A WEST LINE OF SAID OUTLOT "C", SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 19.93', A TANGENT LENGTH OF 9.97', AND A CHORD BEARING OF N01°11'20"W, TO A POINT; THENCE N00°09'19"W, ON A WEST LINE OF SAID OUTLOT "C", SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 642.42' TO A POINT; THENCE N89°51'26"E, A DISTANCE OF 79.99' TO A POINT OF INTERSECTION WITH AN EAST LINE OF SAID OUTLOT "C"; THENCE S00°08'34"E, ON A EAST LINE OF SAID OUTLOT "C", SAID LINE BEING A EAST LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 6.57' TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID NORTHWEST QUARTER; THENCE S00°09'19"E, ON A EAST LINE OF SAID OUTLOT "C", SAID LINE BEING THE EAST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,323.78' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 379,753.29 SQUARE FEET OR 8.72 ACRES, MORE OR LESS.

be and the same is hereby included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City.

SECTION II: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

RITZ LAKE ANNEXATION

[illegible]

ANNEXATION	
RITZ LAKE	
FREMONT, NEBRASKA	2014

drawn by: MRJ
checked by: ENG
approved by: TL
QA/QC by: ENG
project no.: 006-0565
drawing no.: ABC.DWG
date: AUG. 29TH, 2014

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, Interim Planning Director

DATE: November 18, 2014

SUBJECT: Flood Risk Reduction Study and Repetitive Loss Area Analysis Report.

Recommendation: Move to receive and file the report

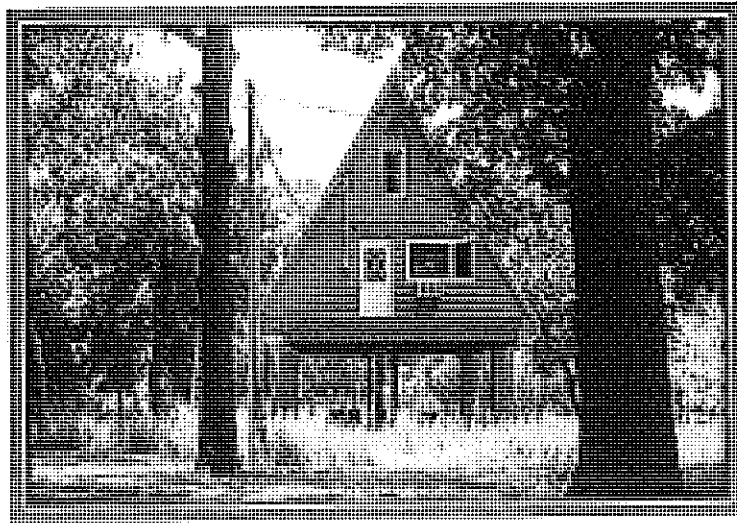
Background: This report is a study completed by the Nebraska Department of Natural Resources in conjunction with the City of Fremont. The study outlines repetitive loss structures and areas in Fremont and makes suggestions for mitigation techniques that can be used to reduce future flood damage.

#21

Flood Risk Reduction Study

Repetitive Loss Area Analysis

City of Fremont, Nebraska



September 11th, 2014

Nebraska Department of Natural Resources and City of Fremont



dnr.nebraska.gov

FREMONT
NEBRASKA PATHFINDERS

www.fremontne.gov

Introduction

Flooding occurs in most communities around the country. Living through and picking up from flooding year after year is an unfortunate reality of many neighborhoods. Homeowners are left to deal with disrupted lives, lost belongings, and continual headaches. Most businesses that are flooded never reopen and flood losses that occur over and over can be an extraordinary challenge.

Throughout the country, communities have repetitive loss properties, which are those who have suffered two or more losses within a 10-year period. Only 1.3% of all National Flood Insurance Program (NFIP) flood policies are considered repetitive loss. But, nearly \$9 billion has been paid to properties like these, which accounts for 25% of all NFIP payments since 1978. Reducing the number of repetitive loss properties will benefit all policyholders by making the NFIP as a whole more stable.

For Fremont, reducing the number of repetitive loss properties means fewer residents and businesses that have their lives impacted by floods. Reducing the number of repetitive losses also reduces the number of people who may have to be rescued in the event of a 1% annual chance flood.

The City of Fremont and the Nebraska Department of Natural Resources collaborated on this report. It will provide a better understanding of repetitive flooding areas in Fremont and the strategies to alleviate repetitive flooding problems. Homeowners and community officials will be better informed about the flood risk in the repetitive loss area because of this document.

Reducing flood risk is a community effort and anyone wanting additional information about this study or about protecting their home or business can contact:

- Don Simon: Chief Building Inspector, City of Fremont at 402.727.2638 or donald.simon@fremontne.gov
- Mitch Paine: Flood Mitigation Planning Coordinator, Nebraska Department of Natural Resources at 402.471.9252 or mitch.paine@nebraska.gov

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Background and Study Area

Fremont

The City of Fremont is a medium-sized Nebraska city located in Dodge County, originally established to be at a strategic transportation point between the Platte and Elkhorn Rivers. Named for explorer John C. Fremont, the city was founded when the Union Pacific Railroad was laid in Dodge County. Due to the railroad, Fremont has been a center of industry as well as an agricultural center for the surrounding rural area.

Lying in the flat valley between two rivers, almost all of Fremont and its 2-mile extra-territorial jurisdiction (ETJ) lies within the 1% or 0.2% annual chance floodplain. A small piece of the Special Flood Hazard Area (SFHA) remains as Zone A, primarily located on Rawhide Creek. While this Zone A doesn’t show BFEs on the FIRM, the Nebraska Department of Natural Resources provides BFE determinations to

communities at their request. Fremont has requested 4 sections that include pieces of this Zone A. The majority of the SFHA in Fremont and its ETJ, at 74%, is Zone AE, which shows BFEs on the FIRM and in the FIS. 22% of the SFHA is AO zone, with a flood depth of 2 feet. And lastly, approximately 3% of the SFHA is floodway.

Table 1. Flood Zones in Fremont	
Flood Zone	% of SFHA
A	1%
AE	74%
Floodway	3%
AO	22%

26,282 people currently call Fremont home and by 2030, an estimated 28,000 will live in

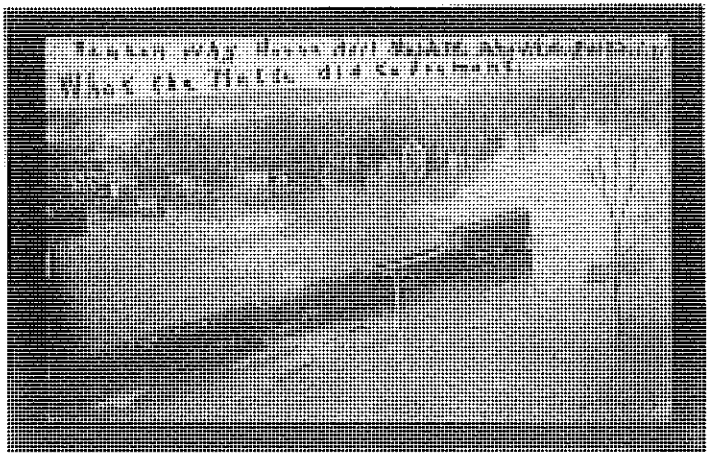


Figure 1. Postcard from Fremont, circa 1910, describing flooding from the Platte River.

the community, according to the US Census Bureau. The city is actively growing and almost all growth will occur in a 1% or 0.2% annual chance floodplain. Fremont is home to over 11,000 housing units and approximately 8,400 single family dwellings. 10% of all single family dwellings carry flood insurance and over 2% of dwellings with two or more units carry flood insurance.

Fremont has over 1,050 flood insurance policies effective in the community, with nearly \$150 million of insurance coverage in force. Over 200 claims have been made and around \$1.5 million has been paid to policyholders in Fremont. Repetitive loss properties account for only 2% of the city's policies, but 36% of all claims have been made on them. Approximately \$700,000 has been paid out to repetitive loss properties in the city, which is nearly half of the total claims payments to Fremont as a whole, according to FEMA.

Repetitive Loss Areas

One repetitive loss area, Big Island, and two individual properties are considered for this document, as they encompass all listed repetitive loss properties in Fremont. The area is located on the river side of Big Island Road and South Ridge Road along the Platte River. This area lies in the southern part of Fremont's 2-mile ETJ, where the city regulates development, requiring building permits and floodplain development permits. Approximately 72 structures are located in this area and 16 are on FEMA's repetitive loss list. Big Island has flooded several times since 1978. The residences in the area under study originally were weekend cabins located along the river, but since have turned into year-round residences. There are also two individual buildings on the repetitive loss list that were studied, one located in the Sunrise Acres area on the north side of the city. The other individual property is located southeast of Fremont along Old Highway 8.

The flood source for Big Island is the Platte River. All of the buildings in the area are built very close to the bank of the river and the flood risk is evident for each property. The Platte River floods for two primary reasons: heavy rainfall upstream and ice jams. High river levels due to heavy rainfall are a significant concern for flooding in the repetitive loss area. This type of flooding tends to allow warning times days in advance given the typical nature of flooding along the Platte River. Ice jams are almost yearly threats to the study area and many properties have been subject to flooding from ice jams. The Region 5/6 Office of Emergency Management watches for ice jams intensely every year and participates in a Lower Platte River ice monitoring project. Warning time for ice jam flooding is typically much less than flooding due to heavy rainfall.

Figure 2. Repetitive Loss Area Map

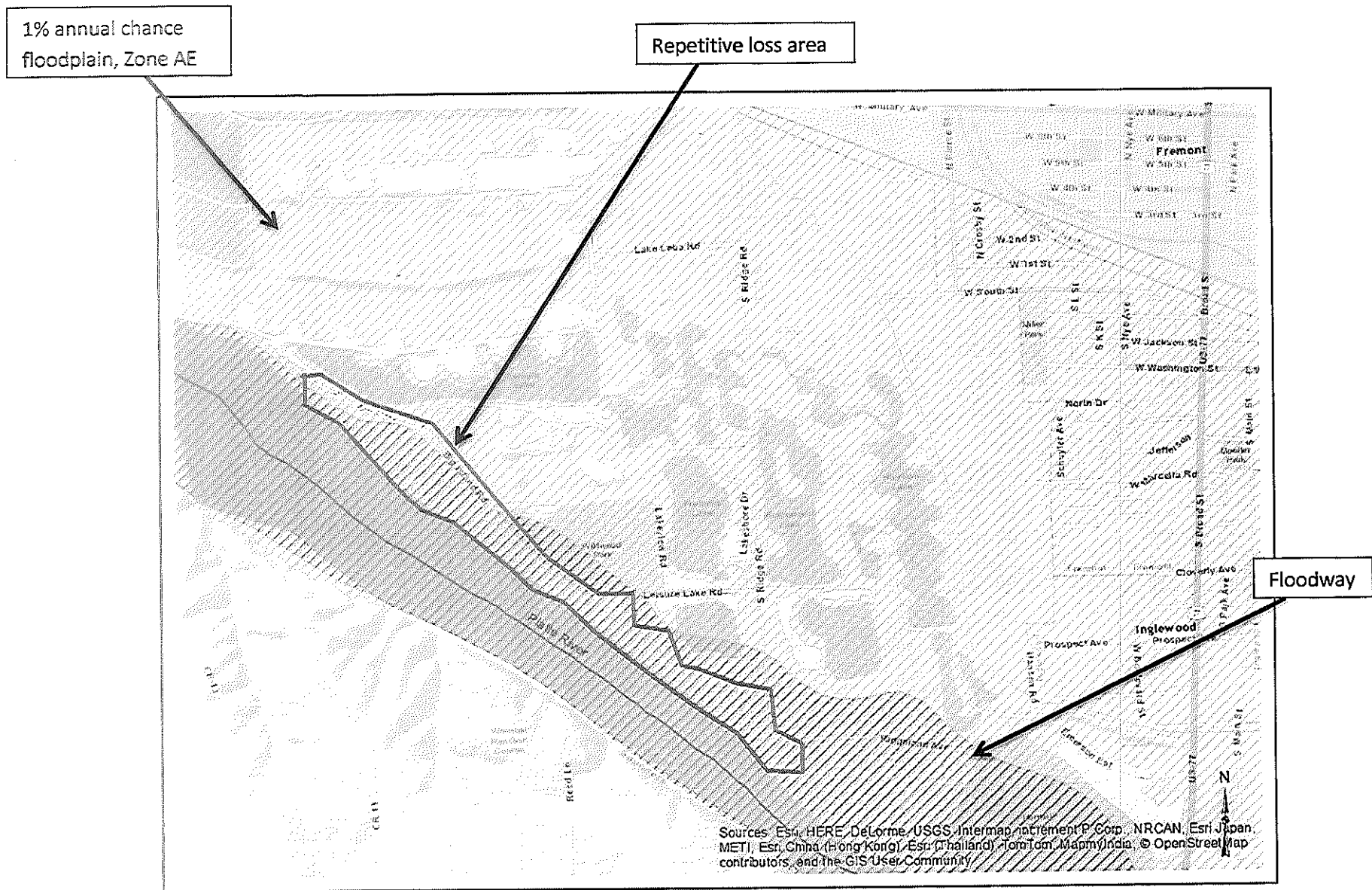


Figure 2. Repetitive Loss Area Map

Project Process

Process

The City of Fremont and the Nebraska Department of Natural Resources (NDNR) collaborated on the creation of this Repetitive Loss Area Analysis. The City and NDNR followed the prescribed process as part of the NFIP Community Rating System. The process includes 5 steps:

- Step 1: Advise all properties in the repetitive loss areas
- Step 2: Contact other agencies
- Step 3: Visit each building and collect data
- Step 4: Review alternatives
- Step 5: Document findings

Every property in the study area was sent a letter indicating the study was happening and that members from the project team would be visiting the area on August 12th. Along with the letter, a survey was attached that asked flood risk questions about their individual property.

A variety of other agencies were contacted throughout June and July, 2014. The following agencies were contacted for information about specific flood risks, plans available, or historic flooding in the study area:

- Nebraska Department of Natural Resources
- US Army Corps of Engineers, Omaha District
- Region 5/6 Emergency Management
- Nebraska Emergency Management Agency
- Lower Platte North Natural Resources District
- National Weather Service, Valley Office
- JEO Consulting Group (Hazard Mitigation Plan consultant)

On August 12th, 2014 each property in the study area was visited and basic data was collected. Further detail is given below. Both community and individual property protection methods were analyzed and recommendations are given in this document. The document will be adopted by the Fremont Department of Public Works, submitted to the Fremont City Council, and made available to the media and to the public via the City of Fremont website.

Field Visit

On August 12th, 2014, the repetitive loss area was visited and basic data was collected on every structure. Homeowners were sent a letter and a survey two weeks prior to the visit. The data collected was compared to Dodge County Assessor records, which are mostly complete, but have missing data on some properties.

In the Big Island study area, 72 structures were visited. Staff from NDNR and the City collected data on structure type, condition, relative elevation, and other characteristics of the property like presence of detached garages or sheds and utilities on the property.

64 structures are single family homes, 7 are manufactured homes, and 1 is a non-residential property, as seen in Table 2. The average age of the structures in the area is 54 years and the dates of construction range from 1900 to 2002. As Table 3 indicates, 31 structures are slab-on-grade, 28 are built on a crawlspace, 9 are built on blocks, and 3 are built on piers.

Table 2. Building Type	
Single family	64
Manufactured home	7
Non-residential	1

Table 3. Foundation Type	
Slab	31
Crawlspace	28
Blocks	9
Piers	3

Most of the buildings built on crawlspaces, however, are likely not compliant with floodplain management regulations. Structures weren't inspected up close, but flood openings were not clearly in place on most structures.

Many of the structures are elevated above the grade, at least by a few feet, as seen in Table 4. 31 structures are at grade, with no elevation, which accounts for 43% of the properties. 28 are elevated between 1-3 feet, approximately 39% of the properties. And 12 of the structures are elevated more than 4 feet, some as high as 9 feet above grade. These account for 17% of all structures. Many of the structures that are elevated, except those on piers, are likely not built to the most up-to-date base flood elevations and floodplain management regulations in the City of Fremont. These

Table 4. Relative Elevation	
At grade	31
1-3 feet	28
4 or more feet	12

properties are likely either pre-FIRM or built in compliance with the effective base flood elevations at the time of construction.

Not every building had a construction date in the County Assessor database, but of the 63 that did, 54 are pre-FIRM structures (86%) and 9 are post-FIRM (14%). Likely, most of the remaining structures are pre-FIRM.



Figure 3. Typical house on crawlspace in the study area

On 24 properties, there was at least one detached garage or shed built and most are not elevated. On at least 9 properties, the utilities that are visible from the exterior (AC units) were elevated at least by a few feet. Many other structures had window AC units. Many of the properties are heated by propane and a few of the properties had

propane tanks that were elevated at least 2 feet off the ground, but most of the properties with visible propane tanks had placed them directly on the ground. No propane tank was observed as being anchored.

Two individual properties were visited as well, one in the Sunrise Acres, in the north part of town, and one along Old Highway 8, southeast of Fremont. The Sunset Acres structure is located in a Zone AO and the Old Highway 8 structure is located in the 0.2% annual chance floodplain. Both structures are single family homes and appear to have basements. There were no readily identifiable drainage issues at either property or in the vicinity. Both properties appeared to have small drainage depressions near the road, but further study should be conducted to ascertain any larger drainage issues in these areas.

Property Owner Survey

All homeowners in the study area and the two individual properties were sent a letter with an attached survey. The survey had return postage on it to incentivize responses. Of the 74 surveys sent out, 9 were returned, a 12% return rate. The survey yielded useful results, however. 6 of the 9 homeowners identified previous flooding, all from

the Platte River, and one indicated that they didn't know since they moved in recently. The major flood events listed were ice jam flooding in 1997, 2009, 2010, and 2011. Two homeowners built a chain link fence in the hope of stopping ice from coming onto the property.

Other homeowners have elevated all or part of their building as well as utilities. One survey mentioned that during a flood, the elevated part of the home stayed dry while the non-elevated part had water inside. Of the 9 returned surveys, 5 carry flood insurance on the property and most are interested in pursuing further measures to protect property from future flooding.

Mitigation Alternatives

Mitigation alternatives should be evaluated by understanding the characteristics of individual buildings as well as the characteristics of the Platte River in the repetitive loss areas. Mitigation alternatives provide varying degrees of flood risk reduction to the area and vary in terms of cost, feasibility, and implementation.

A variety of mitigation actions can be taken to reduce the risk from flooding at the various properties in the repetitive loss area. Some of the actions should be taken on by the individual homeowner who is living at risk. For example, a homeowner can elevate their structure to be at least one foot above the Base Flood Elevation. A community can develop better emergency services that help residents know when a flood is coming and the proper evacuation routes to take.

Community-wide Actions

Floodplain Management

The City of Fremont joined the National Flood Insurance Program in 1973 in the Emergency Program and joined the Regular Program in 1979. Fremont also was an early adopter of the Community Rating System, joining in the first wave of communities in 1991. The Flood Insurance Rate Map that covers the repetitive loss area became effective on January 2nd, 2008.

Fremont's floodplain management ordinance is located in the Zoning Ordinance (Fremont Municipal Code, Chapter 11, Article 2). The city follows the Nebraska Minimum Standards for Floodplain Management Programs (Nebraska Administrative Code, Title 455, Chapter 1). These Nebraska standards include provisions for higher flood protections than the NFIP standards. Fremont's floodplain management ordinance, thus, includes one foot of freeboard and a prohibition on structures for human habitation in the floodway. While many of the structures located in the repetitive loss area are pre-FIRM structures, the regulations in place in Fremont mean that any substantial improvement to these residences will require compliance with current base flood elevations and floodplain management, which are safer standards than when the buildings were constructed. Indeed, some of the buildings are already elevated. Currently, Fremont does not have a higher substantial improvement threshold

than the minimum NFIP standard. Buildings are only substantially improved when work done is 50% of the pre-improvement value.

Fremont's current participation in CRS yields a 5% discount on flood insurance premiums for residents and businesses in the city. Their Class 9 rating comes from a variety of activities that go above and beyond minimum NFIP standards. Fremont gets points for outreach projects, having open space preserved, maintaining their drainage system, keeping elevation certificates, and other programs. Hopefully, for the re-verification visit, the city will see a class improvement. In 2014, Fremont adopted the 2012 International Building Code and the 2012 International Residential Code, both of which garner points for CRS.

Long-Range Planning

On May 29th, 2012, Fremont adopted the city's comprehensive plan, "Blueprint for Tomorrow." The plan details Fremont's vision for land use, growth and infrastructure, housing and neighborhoods, economic development, and energy. In the plan, floodplain zones and the floodway are overlaid on most of the long-range development maps, which helps the public and developers understand the flood risk that future growth areas may face.

In the Future Land Use section titled "Environmental Conservation and Agricultural Preservation," the plan suggests that "sensitive resources, including floodplains, wetlands, and riparian buffer areas along the Platte River and stream channels will be protected and preserved." This section goes further to suggest action items related to sensitive environmental resources. "Incorporate site development capacity provisions into the zoning regulations to control the amount of development that may be accommodated on sites that have environmental resources worthy of protection (e.g. those partially within the floodplain)."

Many of the areas identified for potential growth and annexations are located outside the SFHA, as shown on the map below. The map makes reference to an area within the SFHA where the city would like to see growth, but suggests growth here when the area is out of the floodplain. The repetitive loss areas considered are not part of the potential growth areas as presented in the comprehensive plan.

Fremont Future Land Use Map

Map 2.1, Future Land Use Plan

Adopted 05.29.12

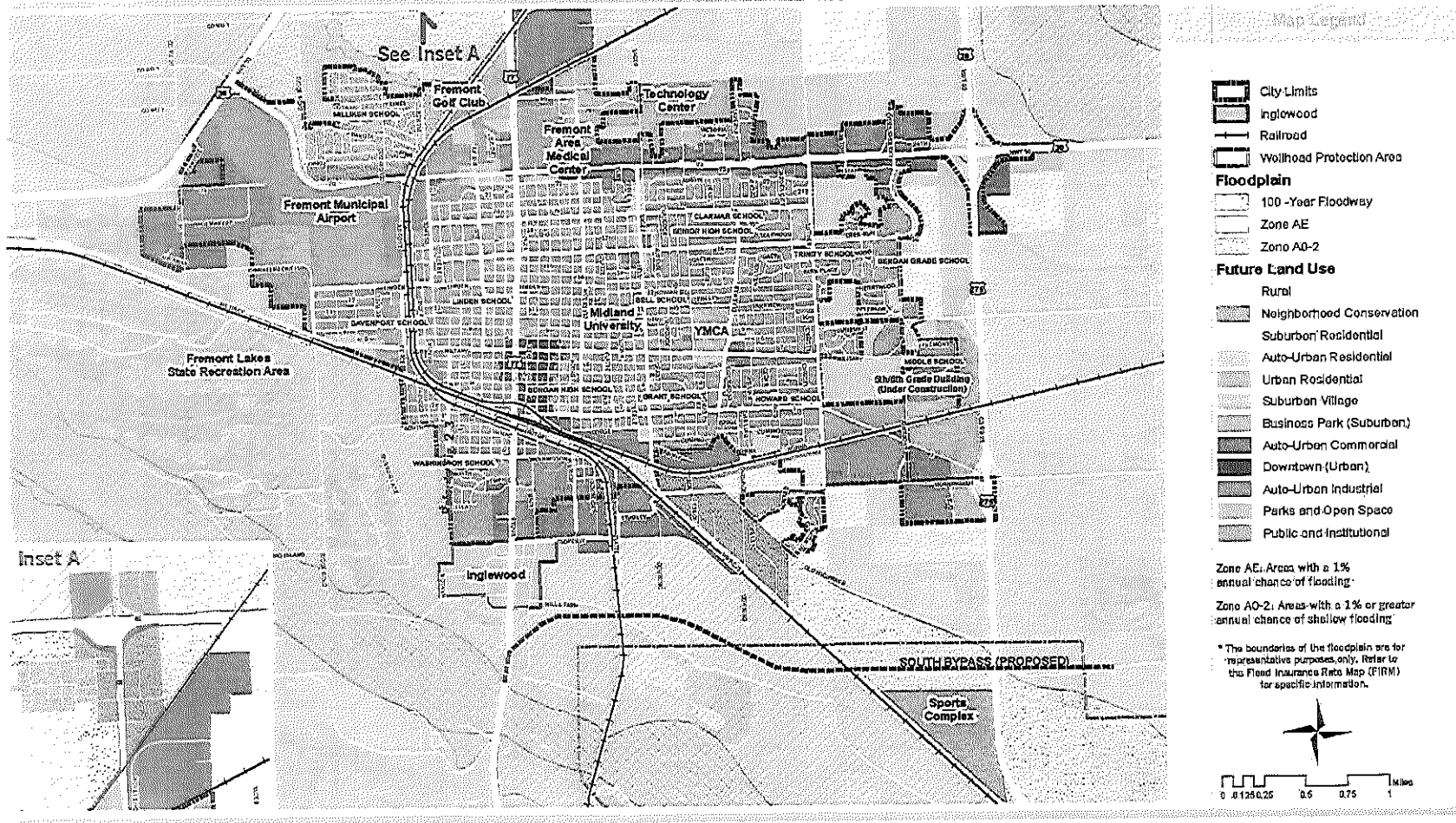


Figure 4. Future Land Use Map, Source: Fremont Blueprint for Tomorrow, 2012

Hazard Mitigation Plan

The City of Fremont participated in the creation of the Lower Platte North Natural Resources District Hazard Mitigation Plan in 2010, created with the help of a consultant. The plan was approved by FEMA and is currently in the process of being updated. In the 2010 HMP, the City identified a number of potential flood mitigation projects:

- Levees or floodwalls – to protect a large area
- Stormwater and drainage improvements – improving both the drainage system and the presence of bridges and other obstructing structures
- Stream bank stabilization – to offer small levels of flood protection
- Flood-prone property acquisition – to purchase properties particularly vulnerable to flood damage
- Floodplain regulation enforcements – continue to enforce floodplain management as stated in the city ordinances

The HMP also mentioned that the City is working with the US Army Corps of Engineers on a Section 205 study that may result in a levee. According to maps in the Section 205 study, the proposed project would not protect properties in the repetitive loss area.

Emergency Management

The study area is covered by the Region 5-6 Emergency Management Agency, which covers Burt, Washington, and Dodge Counties. Region 5-6 has a robust communication effort with active updates on the website and Facebook pages. Newsletters are published periodically and mailed to many residents within the three counties.

The major concern for emergency managers in the study area is ice jams in the winter and spring. Both Region 5-6 and the Lower Platte North Natural Resources District participate in a multi-agency river ice monitoring partnership. The Nebraska Department of Natural Resources, the Nebraska Emergency Management Agency, the National Weather Service, the US Army Corps of Engineers, and three Natural Resources Districts are the main participants.

Each year, the Nebraska State Patrol flies the river to map channel changes and then volunteers record observations of river ice conditions at various locations along the Lower Platte River throughout the winter. The partnership publishes weekly

summaries for the public and responds to phone calls about any ice build-ups. On behalf of the partnership, the Papio-Missouri River Natural Resources District holds a contract with a company to put explosive charges in ice build-up sites along bridges and other obstructions if needed. The P-MRNRD also coordinates other mitigation activities like laying fly ash on the ice to speed up melting.

In the study area, Region 5-6 walks to every house and provides a door hanger for information about ice jam flooding and its unpredictability. Contact information is on these door hangers to update the Region 5-6 director about any areas of concern. Region 5-6 attempts to warn residents in the event of an ice jam, but has no flood warning siren available or other mass warning system. A map in the Lower Platte North Natural Resources District Hazard Mitigation Plan shows that this area is not within a blast zone of a warning siren. A warning system is crucial for ice jam flood hazards due to its unpredictability and lack of advance warning and should be considered of future implementation.

Public Information

Fremont participates in the NFIP Community Rating System and through the city's participation, outreach projects are a key piece of its floodplain management program. The city sends out annual letters to properties in the study area advising them that they live in a repetitive flooding area and pointing them in the direction of resources. The city also does an annual insert into the utility bill that provides additional information about flood risk and flood insurance.

Fremont also posts information about flood risk, floodplain management, and flood insurance on its website, www.FremontNE.gov. Citizens in the city can also check out advanced resources from the city library system to learn more about all aspects of flooding.

Action Steps - Community Wide

1. **Continue enforcing Fremont's higher floodplain management standards.**

When structures are substantially improved, they will have to be elevated to one foot above BFE, which will make them safer from flooding than they are now. The City follows its ordinances anyway, but given that the repetitive loss area is outside of the city limits, development can go unnoticed. The City should be vigilant in its regulation in this area.

2. **Consider a cumulative substantial improvement or 30% substantial improvement regulation** to make more pre-FIRM structures safer. If more properties fall under the requirement, then more structures will be in compliance and safer from 1% annual chance flooding. The City of Fremont staff and the City Council should consider this higher regulatory standard.

3. **Keep the repetitive loss area out of any priority growth areas for the city of Fremont.** The city's comprehensive plan does not identify the study area as a priority growth area. Future updates of the comprehensive plan should reflect the heightened flood risk and its impact on any potential development.

4. **Identify funding for a flood warning siren to cover the study area.** The residents in the study area face the threat of ice jam flooding every year and a warning siren would be an effective tool to alert residents about flood events. Project partners could include the City of Fremont, Dodge County, Region 5-6 Emergency Management Agency, and the State.

5. **Hold workshop on property protection measures.** The returned surveys indicate interest among homeowners to learn more about mitigation measures that individuals can take to reduce flood risk. The City could partner with the Nebraska Department of Natural Resources and the US Army Corps of Engineers to host a workshop or public meeting.

Property Protection

Flood Hazard

A variety of property protection methods can be taken to protect buildings from flooding. The characteristics of the flood hazard help determine which retrofit method would provide the best protection from flooding. The main characteristics to consider are the following:

- Flood depth
- Flow velocity
- Frequency of flooding
- Rates of rise and fall
- Duration of flooding
- Debris

The deeper the floodwaters, the more pressure is exerted on the building or structure. The weight of the water pushes inward and can destroy walls with just a few feet of water. Typically, standard wood-frame construction will not withstand many feet of water pressing against the walls. Using accurate LiDAR elevation information, we can predict that floodwaters along the Platte River in the study area are roughly between 3 and 10 feet deep in a 1% annual chance flood occurrence. Any work done to a structure should have a survey to understand more accurately flood depths at that structure.

The velocity of the flowing water also affects the potential damage to a structure and can limit the effectiveness of some property protection methods. The velocity depends largely proximity to the channel and the land cover of the floodplain. Measured in feet-per-second, flow velocity becomes a critical aspect when a building is in an area with velocities greater than 5 feet-per-second. Fast flowing floodwaters can exert even more pressure against a building than standing water and can cause additional damage. The impact on the upstream side of the building, drag on the sides, and suction on the downstream side of the building can destroy the walls and cause significant damage. Flowing waters also can erode and scour the area around the building. In the repetitive loss area under study, the velocities for a built-out floodway are between 5.6 and 8.1 feet-per-second, as stated in the Dodge County Flood Insurance Study. While typical velocities in a flood may be less, it is clear that the structures in the study area are likely to experience the some of the highest flood velocities in the floodplain. These velocities can pose significant threats to homes and businesses.

While the FIRM shows the 1% annual chance (“100-year”) and the 0.2% annual chance (“500-year”) floodplains, the more frequent floods are important to consider for the repetitive loss area under study. Additional mapping could be conducted to show the 10%, 4%, and 2% annual chance floodplains, but likely the structures in the study area are well within many of these floodplains given their proximity to the channel. When we consider a 30-year time period, the typical time period of a mortgage, we can predict a 26% chance of a 100-year flood event to be equaled or exceeded during the period of a mortgage. These statistics don’t typically include the flood hazard threat from ice jams.

Table 5. Flood Chance Events	
Event	Probability of being equaled or exceeded in a 30-year period
10-year flood (10% annual chance)	96%
25-year flood (4% annual chance)	71%
50-year flood (2% annual chance)	45%
100-year flood (1% annual chance)	26%
500-year flood (0.2% annual chance)	6%

Another flooding characteristic important to consider is how fast the river rises into the floodplain. With little warning time, it is harder to protect a family and the property. With many days of warning time, a building can be better prepared for flooding. The typical riverine flooding along the Platte that comes from heavy rain upstream rises fairly slowly. Residents in the areas under study would have many days of warning. However, ice jams in the winter and spring can be incredibly unpredictable and can turn deadly in a matter of minutes, with little or no warning time. Property protection that involves any human intervention would likely be ineffective against flooding from ice jams.

The duration of flooding is also important to consider when looking at property protection methods. The longer the floodwaters sit against the building, the more pressure will be exerted over time. Longer periods of time underwater will typically cause more damage. Homeowners are very concerned about how long they would be displaced or how long roads may be covered with water. Riverine flooding along the Platte in the study area would likely last for many days or even weeks, while ice jam flooding likely would not last more than a day or two.

The debris that flows in a flood can also cause significant damage to structures and is an important characteristic that guides decisions about property protection methods. The Platte River has an extensive drainage area upstream from Fremont and there is likely going to be extensive debris in a riverine flood. Large pieces of debris in fast moving water can cause damage to an elevated house, for example. Also, ice jams are typically formed from large pieces of ice and those pieces can cause damage in a flood as well. Homeowners identified this risk in survey responses and one mentioned constructing a fence in the hope of blocking ice from the property.

Problem Statement

Based upon data collected from various documents, from field visits, and from homeowner surveys, the study area of Big Island faces significant flood hazards primarily from the Platte River, with flooding caused by both heavy rain and ice jams. Located within yards of the river itself, most properties are at very high risk from flooding.

The two individual properties face much less flood risk, but may face localized drainage problems. In order for mitigation alternatives to be suggested for these properties, further study should be done by an engineer.

Property Protection Methods

While selecting the appropriate method for property protection depends upon the characteristics of the flood hazard, in general there are four main techniques to consider, as well as flood insurance:

- Acquisition and relocation
- Elevation
- Dry and wet floodproofing
- Flood barriers
- Flood insurance

Acquisition and Relocation

By far the most effective way to reduce flood damage is to develop a community program to buy out particularly floodprone properties and leave open space. This

ensures that no building or person is at risk in these areas from flooding. The resulting open space also captures the natural and beneficial functions of the floodplain and gives the community an asset for green space, recreational area, or wildlife habitat.

Acquisition is a very expensive alternative and requires willing sellers. The property must go to a public entity and remain open space in perpetuity. A buyout program was attempted after the destructive 2006 ice season and among the repetitive loss properties in the study area, no homeowner was interested. Other buyout programs in Nebraska have been most successful after a major flooding disaster destroys many of the properties in the area. While the lack of interest may be an example of the normalcy bias, a buyout program would be best after a major disaster.

Buyouts can either result in a house being demolished and the family purchasing another house someplace else in the community or a buyout can result in the house being physically relocated to an area outside of the SFHA.

A variety of mitigation funds are available for acquisition and relocation projects. FEMA's Hazard Mitigation Assistance grant funds are the most used and can be requested through either the Nebraska Emergency Management Agency or the Nebraska Department of Natural Resources. Three grants are available:

- *Hazard Mitigation Grant Program* – available after a Presidentially-declared disaster and is available for all types of mitigation projects in all areas of the state
- *Flood Mitigation Assistance grant* – available every year, competitive nationwide; must be a flood mitigation project
- *Pre-Disaster Mitigation grant* – available every year, competitive nationwide

Both the cost of acquiring a property and demolishing the structure as well as relocating the structure are eligible projects for any of these grants.

Other funding sources may be available for projects like these and the city and state will collaborate on identifying funding as it becomes available.

Action Steps – Acquisition and Relocation

1. The City of Fremont, Dodge County, Lower Platte North NRD, and State will evaluate a buyout program after a flood disaster along the Platte.

2. The City of Fremont will continue to offer buyouts to individual properties that are willing and the State will assist with buyout projects.

Elevation

Elevating buildings is another very effective way of reducing flood damage. A house can be elevated on fill, piers, or a crawlspace. Eventually, all structures built or substantially improved in compliance with Fremont's code will be elevated to one foot above the 100-year flood elevation. But, homeowners can voluntarily take this measure to reduce their risk and potentially reduce their flood insurance premiums. A handful of structures in the repetitive loss area have already been elevated.

The majority of the cost to elevate a structure is preparing the structure and foundation construction. Raising a house 6 feet costs little more than raising a house 4 feet.

Elevating wood frame buildings on posts/piles or a crawlspace is typically cost-

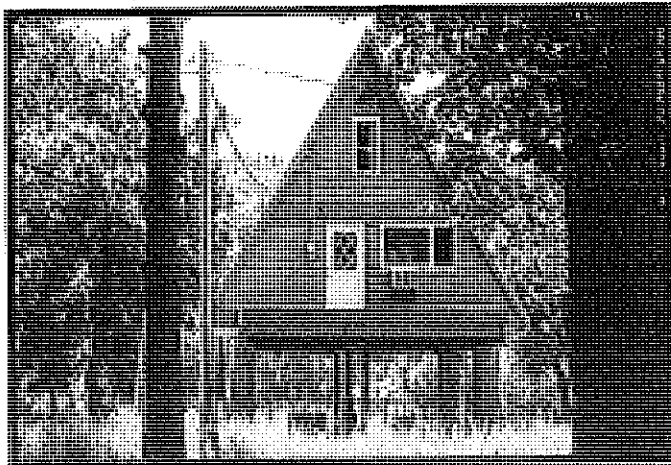


Figure 5. A home in the study was elevated on piers.

effective, while elevating a slab house often is more expensive. The cost for any one building depends on a variety of factors and its condition. For the most part, elevating a home is something done by the homeowner.

Elevating a home is an eligible project for any of the Hazard Mitigation Assistance grants from FEMA. If buildings in the study areas

are substantially damaged by flooding in the future and they have flood insurance, funding may be available from the Increased Cost of Compliance (ICC) provision of flood insurance policies issued by the NFIP.

In a few responses on the survey, homeowners mentioned that they have elevated their buildings, but based on the field visit, these buildings may not be elevated properly. Many appear to be elevated on crawlspaces, but the homeowners may not have put in flood vents. The City could help homeowners understand the importance of installing flood vents, even if compliance is not required.

Action Steps - Elevation

1. When applying for mitigation grants, the City of Fremont, Dodge County, Lower Platte North NRD, and the State should consider building elevations in the repetitive loss area.
2. The City of Fremont should provide information to homeowners about building elevation and its benefits. The City should also provide specific information to those homeowners who have voluntarily elevated about installing flood vents.
3. Homeowners ultimately must decide to elevate their structures.

Floodproofing

Floodproofing a structure aims to keep floodwaters out of the building. Typically, walls are coated with a waterproof material and openings such as doors and windows are fully closed. Dry floodproofing has three components:

- Walls – the walls are coated in a sealant that is waterproof for brick walls and a plastic wrap for vinyl or wood siding. Both techniques are then camouflaged with veneer to hide the floodproofing materials.
- Openings – physical barriers, permanent or temporary, are installed for each opening that can be closed in the event of a flood.
- Sewer back-up – Fremont already requires sewer back-up preventers, but if a home doesn't have this, it should be put in as a floodproofing technique.

Wet floodproofing is another technique and aims to allow floodwater to enter the structure to balance out the exterior pressure on the walls. Wet floodproofing involves clearing the space of living space elements and utilities. The area would have very limited use after floodproofing. Floodwaters may also have to be pumped out of the area, which can add cost to the family's recovery from flooding.

Dry floodproofing can be an expensive measure and it does not provide a reduction of flood insurance for residential structures. Additionally, this method cannot be used to achieve local floodplain management compliance for residential structures. Dry floodproofing a non-residential building can reduce flood insurance and meet floodplain management regulations. Dry floodproofing should only be used where flood depths are less than 3 feet and substantial warning time is needed to close any

openings. If the dry floodproofing fails, the structure will be damaged the same or worse as without the elements.

Because flood depths are generally significantly higher in this study area and ice jams allow for only minutes of warning time, dry floodproofing is not a recommended alternative. While individual properties may have different characteristics, the overall recommendation is to use a different mitigation technique.

Wet floodproofing can be an effective method to reduce overall damage to buildings and is typically a cheaper option than other methods. But, wet floodproofing can involve adequate warning time and fast flowing floodwaters can still cause substantial damage. Because wet floodproofing involves allowing water to flow inside the structure, the building can be damaged by contaminants in the water and it can be unsafe for a family to be in the home. Many of the homes in the repetitive loss area that already have a crawlspace could add vents to make their structures safer.

Action Steps - Floodproofing

- Homeowners should look at their buildings individually to see if wet floodproofing would be a good alternative and add vents where appropriate.

Flood Barriers

Flood barriers involve small levees and floodwalls that provide a physical barrier to floodwaters entering a building. When protecting a home, these barriers are typically referred to as “residential,” “individual,” or “onsite” levees or floodwalls. The taller the levee or floodwall, the more pressure of water built up behind it. Costs increase exponentially the taller the flood barrier. Levees also require a substantial amount of room for the footprint, typically more than is available on a residential lot. Levees and floodwalls should have at least one foot of freeboard, which means the top of them should be at least one foot above the base flood elevation.

Often, access for vehicles is an important component of a barrier and flood gates can be installed to allow this. However, these gates may require human intervention and thus should only be used in areas where flood warning time is sufficient. For each system, there will be extensive on-going maintenance that may be expensive. And, installing these barriers will not reduce flood insurance premium rates.

Barriers like these are typically suggested to provide no more than 4 feet of floodwater protection. In the study area, flood depths are typically more than 3 feet and floods from ice jams allow little warning time. Space and financial resources are also limiting factors for residential flood barriers.

Due to the nature of the flood hazard in the study area, levees and floodwalls are not a recommended alternative. They are too expensive for properties in the study area and ultimately will lead to increased flood levels on downstream areas or properties. Additionally, placement of this type of feature on many properties would require a no-rise floodway analysis, which would likely be costly for the homeowner.

Flood Insurance

Homeowners insurance does not cover damage caused by flooding. The National Flood Insurance Program is the primary source of flood insurance for homeowners, renters, business owners, and other building owners. The City of Fremont participates in the NFIP and thus flood insurance is available to everyone in the study area. Because of the flood risk in the study area, every property should carry flood insurance. Properties that are covered by flood insurance are also eligible for FEMA grants, such as the Flood Mitigation Assistance grant that can pay for many of the previously mentioned property protection methods. Individuals can learn more about the NFIP and flood insurance by visiting www.FloodSmart.gov.

Conclusion

After analyzing the study area and the flood hazard characteristics, the project partners recognize the significant risk that property owners face. Many buildings are very susceptible to damage in a 1% annual chance flood event and are at risk every year from ice jams that build up on the Platte River.

However, there are some potential action items for the City and other agencies to take as well as action items for individual homeowners to take:

City of Fremont

- Continue enforcing Fremont's higher floodplain management standards.
- Consider a cumulative substantial improvement or 30% substantial improvement regulation.
- Keep the repetitive loss area out of any priority growth areas for the city of Fremont.
- Identify funding for a flood warning siren to cover the repetitive loss area.
- Hold a workshop on property protection measures.
- Consider building elevation in the repetitive loss area when applying for HMA grants.
- Provide information to homeowners about building elevation and its benefits as well as flood vents in buildings with crawlspaces.
- Evaluate a buyout program after a flood disaster along the Platte.
- Continue to offer buyouts to individual properties that are willing.

Homeowners

- Review property protection methods and implement those most appropriate to the building.
- Elevate utilities and anchor propane tanks wherever possible.
- Stay alert during possible ice jam season.
- Carry flood insurance on the home and its contents, even if not required.

Evaluation

In order to keep this study up-to-date and relevant, the City of Fremont will evaluate the plan on an annual basis. The City will review each action item and describe its progress. If changes to the action item are needed, they will be made with the annual evaluation. The annual evaluation report will be made public.

At each CRS re-certification time, the City will submit a report. And at each CRS re-verification visit, the City will update this document.

Adoption

The City of Fremont Department of Public Works adopts this document and will make it available to the Fremont City Council and any member of the media or public via the city website.

A handwritten signature in black ink, appearing to read "Dave Goedeken", with a large, stylized initial "D" and "G".

Dave Goedeken

Director, Public Works

September 11th, 2014

Appendix A: Letter and Survey

Dear Fremont Resident,

The City of Fremont is looking at ways we can reduce some of our repetitive flooding problems. Your property is located in a part of Fremont tentatively designated as an area to study for potential flood reduction projects.

The Nebraska Department of Natural Resources is a partner in our project and NDNR staff are preparing a "local area analysis" for the target area. Part of the study includes collecting data specific to your property such as any previous flooding.


NDNR staff will be in your area on August 12th, 2014 to collect general information from the street, such as the type of foundation and approximate height of the house above the street.

This work would be greatly improved if you could provide any additional data. Attached is a survey that we hope you will complete and return to us by August 18th, 2014.

After the analysis is completed, some preliminary recommendations will be developed. We will likely hold a meeting to present and review the findings. The information about that meeting will be advertised once the analysis is close to being complete.

If you have any questions about this project, feel free to call Don Simon with the City of Fremont at 402.727.2638 or Mitch Paine with NDNR at 402.471.9252.

Thanks for your help in this project.



Don Simon

Chief Building Inspector

City of Fremont

Name: _____

Property address: _____

1. In what year did you move into the home at this address? _____
2. What type of foundation does your house have?
☐ Slab ☐ Crawlspace ☐ Post/piles ☐ Other: _____
3. If your house has a **crawlspace or post/piles foundation**, please indicate approximately how high from grade your lowest flood of living space is: _____
4. Has the property ever been flooded or had a water problem?
☐ Yes ☐ No
5. In what year(s) did it flood? _____
6. What was the deepest that the water got?
☐ Over first floor: _____ deep
☐ In yard only: _____ deep
☐ Water kept out of house by sandbagging or other protective measure.
7. What was the longest time that the water stayed in the house? ____ hours or ____ days
a. When was this? _____
8. What do you think was the cause of your flooding? Check all that affect your building.
☐ Water from Platte ☐ Water from lakes
☐ Drainage from nearby properties ☐ Standing water next to house
9. Have you taken any flood protection measures on your property?
☐ Moved utilities or contents to higher level ☐ Elevated all or parts of building
☐ Regraded yard to keep water away from building ☐ Waterproofed outside walls
☐ Installed drains or pipes to improve drainage ☐ Sandbagged when water threatened
☐ Other: _____
10. Did any of the measures checked in item 9 work? If so, which ones? If not, do you know why they didn't work? _____
11. Do you have flood insurance? ☐ Yes ☐ No
12. Are you interested in pursuing measures to protect your property from flooding? ☐ Yes ☐ No

All individual information will be kept confidential. Please return by August 18th, 2014.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer

DATE: November 18, 2014

SUBJECT: Change Order Number 3, West Military Reconstruction, Pierce to Ridge Road

Recommendation: Move to approve Change Order Number 3 in the amount of \$1,995.00 to Steve Harris Construction for 2013 West Military Widening, Pierce to Ridge Road project.

Background: Change order No. 3 represents unforeseen issues that came up during construction:

Additional work was required to relocate some water main beyond the scope of the original project including going with a larger sized pipe. The changes are listed below:

CHANGE ORDER NO. 3

300	6" SLEEVE	EA	1	\$313.50	NET INCREASE OF \$313.50
301	8" X 6" REDUCER	EA	1	\$269.50	NET INCREASE OF \$269.50
302	8" DIP	LF	28	\$38.25	NET INCREASE OF \$1071.00
303	8" SLEEVE	EA	1	\$341.00	NET INCREASE OF \$341.00

Fiscal Impact: The total change order amount is \$1,995.00.

#22

17-Nov-14

STEVE HARRIS CONSTRUCTION

Steve Harris Construction Date _____

Mayor

Date _____

Clerk

Date

Staff Report

TO: Honorable Mayor and City Council

FROM: John Hemschemeyer – Human Resources Department

DATE: November 20, 2014

SUBJECT: Salary Ordinance 2014-2015 (revised)

Recommendation: 1. Move to introduce ordinance; hold first reading. 2. Move to suspend the rules and place on final reading, hold final reading. 3. Vote on Ordinance

Background: Note itemized proposed changes to salary ordinance.

Network/PC Technician should be non-exempt. Position had been classified as exempt from the overtime provisions of the Fair Labor Standards Act.

#23

ORDINANCE NO. _____

An Ordinance of the City of Fremont, Nebraska pertaining to pay plan for officers and employees, repealing Ordinance No. 5318 and all other ordinances and parts of ordinances in conflict herewith; providing for publication in pamphlet form and providing for an effective date.

Be it ordained by the Mayor and City Council of Fremont, Nebraska:

SECTION I. That the following schedule of Pay Grades be used for pay purposes in place of those originally stated in all other ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION II. That the Class Title and Pay Grade of each non union position for the City shall be as follows:

	Job Title	Paygrade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Non-union Exempt Classifications	General Manager	43.5	60.2551	63.2713	66.4332	69.7600	73.2451	76.9015	80.7466	84.7839
	Assistant General Manager	40.0	50.7627	53.3038	55.9652	58.7659	61.7061	64.7920	68.0302	71.4266
	Power Plant Superintendent	37.5	44.9584	47.2016	49.5651	52.0427	54.6471	57.3846	60.2551	63.2713
	City Attorney	35.0	39.7751	41.7648	43.8558	46.0484	48.3485	50.7627	53.3038	55.9652
	Director of Finance	33.5	36.9870	38.8372	40.7763	42.8167	44.9584	47.2016	49.5651	52.0427
	Director of Electrical Engineering	33.0	36.0809	37.8805	39.7751	41.7648	43.8558	46.0484	48.3485	50.7627
	Mechanical Engineer	33.0	36.0809	37.8805	39.7751	41.7648	43.8558	46.0484	48.3485	50.7627
	Assistant Power Plant Supt	32.5	35.2254	36.9870	38.8372	40.7763	42.8167	44.9584	47.2016	49.5651
	Administrative Services Director	31.5	33.5462	35.2254	36.9870	38.8372	40.7763	42.8167	44.9584	47.2016
	Distribution Superintendent	31.0	32.7224	34.3636	36.0809	37.8805	39.7751	41.7648	43.8558	46.0484
	Gas System Superintendent	30.0	31.1636	32.7224	34.3636	36.0809	37.8805	39.7751	41.7648	43.8558
	Director of Information Systems	29.5	30.4284	31.9494	33.5462	35.2254	36.9870	38.8372	40.7763	42.8167
	Customer Services/Customer Billing Mgr	28.5	28.9774	30.4284	31.9494	33.5462	35.2254	36.9870	38.8372	40.7763
	Director of Human Resources	28.5	28.9774	30.4284	31.9494	33.5462	35.2254	36.9870	38.8372	40.7763
	Wastewater Treatment Superintendent	27.5	27.6023	28.9774	30.4284	31.9494	33.5462	35.2254	36.9870	38.8372
	Accountant	26.5	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462	35.2254	36.9870
	Water and Sewer Superintendent	26.5	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462	35.2254	36.9870
	Stores Supervisor	25.0	24.4212	25.6444	26.9244	28.2678	29.6808	31.1636	32.7224	34.3636

Non Union Hourly	Power Plant Electrical Supervisor	30.5	31.9494	33.5462	35.2254	36.9870	38.8372	40.7763	42.8167	44.9584
	Power Plant Maintenance Supervisor	30.0	31.1636	32.7224	34.3636	36.0809	37.8805	39.7751	41.7648	43.8558
	Power Plant Shift Supervisor	29.5	30.4284	31.9494	33.5462	35.2254	36.9870	38.8372	40.7763	42.8167
	Electric Metering and Service Supervisor	27.5	27.6023	28.9774	30.4284	31.9494	33.5462	35.2254	36.9870	38.8372
	Fuel Handling Supervisor	27.0	26.9244	28.2678	29.6808	31.1636	32.7224	34.3636	36.0809	37.8805
	Line Crew Supervisor	27.0	26.9244	28.2678	29.6808	31.1636	32.7224	34.3636	36.0809	37.8805
	Gas Crew Supervisor	26.5	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462	35.2254	36.9870
	Tree Trimming Supervisor	24.5	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462
	WWTP Laboratory Technician	22.0	21.0947	22.1529	23.2617	24.4212	25.6444	26.9244	28.2678	29.6808
	Network/PC Technician	21.5	20.5941	21.6206	22.7042	23.8447	25.0359	26.2906	27.6023	28.9774
	Automotive Maintenance Supervisor	21.0	20.0872	21.0947	22.1529	23.2617	24.4212	25.6444	26.9244	28.2678
	Human Resources Technician II	19.0	18.2177	19.1303	20.0872	21.0947	22.1529	23.2617	24.4212	25.6444
	Accounting Associate	17.5	16.9441	17.7933	18.6804	19.6118	20.5941	21.6206	22.7042	23.8447
	Office Services Supervisor	16.0	15.7276	16.5195	17.3498	18.2177	19.1303	20.0872	21.0947	22.1529
	Customer Services Associate	14.5	14.6313	15.3663	16.1331	16.9441	17.7933	18.6804	19.6118	20.5941
	Accounting Assistant	14.0	14.2702	14.9798	15.7276	16.5195	17.3498	18.2177	19.1303	20.0872

SECTION III. That the Class Title and Pay Grade of each union position for the City shall be as follows:

	Job Titles	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step7	Step 8
IBEW Union Classifications	Power Plant Operator III	27.5	27.6023	28.9774	30.4284	31.9494	33.5462	35.2254	36.9870	38.8372
	Instrument & Control Technician	27.0	26.9244	28.2678	29.6808	31.1636	32.7224	34.3636	36.0809	37.8805
	Senior Engineering Associate	26.5	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462	35.2254	36.9870
	Power Plant Operator II	26.0	25.6444	26.9244	28.2678	29.6808	31.1636	32.7224	34.3636	36.0809
	Electrician II	25.5	25.0359	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462	35.2254
	Senior Electrical Technician	25.5	25.0359	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462	35.2254
	Lineworker First Class	25.0	24.4212	25.6444	26.9244	28.2678	29.6808	31.1636	32.7224	34.3636
	Environmental Engineering Assistant	24.5	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462
	Gas Leak Surveyor	24.5	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462
	Gas Service Worker	24.5	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462
	Measurement Technician	24.5	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462
	Power Plant Mechanic II	24.5	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462

IBEW Union Classifications	Power Plant Operator I	24.5	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462
	Power Plant Statistical Technician II	24.5	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284	31.9494	33.5462
	Gas System Worker/Welder	23.5	22.7042	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284	31.9494
	Corrosion Technician/ Drafter	22.5	21.6206	22.7042	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284
	Fuel Handler	22.5	21.6206	22.7042	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284
	Gas System Worker II	22.5	21.6206	22.7042	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284
	Power Plant Statistical Technician I	22.5	21.6206	22.7042	23.8447	25.0359	26.2906	27.6023	28.9774	30.4284
	Engineering Associate	22.0	21.0947	22.1529	23.2617	24.4212	25.6444	26.9244	28.2678	29.6808
	Water Treatment Technician	22.0	21.0947	22.1529	23.2617	24.4212	25.6444	26.9244	28.2678	29.6808
	Power Plant Mechanic I	21.5	20.5941	21.6206	22.7042	23.8447	25.0359	26.2906	27.6023	28.9774
	Utility Tree Trimmer	21.0	20.0872	21.0947	22.1529	23.2617	24.4212	25.6444	26.9244	28.2678
	Wastewater Plant Mechanic II	21.0	20.0872	21.0947	22.1529	23.2617	24.4212	25.6444	26.9244	28.2678
	Gas System Worker I	20.5	19.6118	20.5941	21.6206	22.7042	23.8447	25.0359	26.2906	27.6023
	Lineworker Apprentice	20.0	19.1303	20.0872	21.0947	22.1529	23.2617	24.4212	25.6444	26.9244
	Water and Sewer Serviceworker II	20.0	19.1303	20.0872	21.0947	22.1529	23.2617	24.4212	25.6444	26.9244
	Wastewater Plant Mechanic I	19.0	18.2177	19.1303	20.0872	21.0947	22.1529	23.2617	24.4212	25.6444
	Wastewater Plant Operator II	19.0	18.2177	19.1303	20.0872	21.0947	22.1529	23.2617	24.4212	25.6444
	Utility Equipment Mechanic II	19.0	18.2177	19.1303	20.0872	21.0947	22.1529	23.2617	24.4212	25.6444
	Electrician I	18.5	17.7933	18.6804	19.6118	20.5941	21.6206	22.7042	23.8447	25.0359
	Utility Equipment Mechanic I	18.0	17.3498	18.2177	19.1303	20.0872	21.0947	22.1529	23.2617	24.4212
	Water and Sewer Serviceworker I	18.0	17.3498	18.2177	19.1303	20.0872	21.0947	22.1529	23.2617	24.4212
	Stores Associate	17.5	16.9441	17.7933	18.6804	19.6118	20.5941	21.6206	22.7042	23.8447
	Utility Maintenance Worker II	16.0	15.7276	16.5195	17.3498	18.2177	19.1303	20.0872	21.0947	22.1529
	Wastewater Plant Operator I	16.0	15.7276	16.5195	17.3498	18.2177	19.1303	20.0872	21.0947	22.1529
	Customer Billing Assistant	14.5	14.6313	15.3663	16.1331	16.9441	17.7933	18.6804	19.6118	20.5941
	Power Plant Service Worker	14.5	14.6313	15.3663	16.1331	16.9441	17.7933	18.6804	19.6118	20.5941
	Utility Office Associate II	14.5	14.6313	15.3663	16.1331	16.9441	17.7933	18.6804	19.6118	20.5941
	Customer Services Assistant	13.5	13.9342	14.6313	15.3663	16.1331	16.9441	17.7933	18.6804	19.6118
	Utility Office Associate I	13.0	13.5857	14.2702	14.9798	15.7276	16.5195	17.3498	18.2177	19.1303
	Custodian	11.0	12.3311	12.9394	13.5857	14.2702	14.9798	15.7276	16.5195	17.3498

Temporary/ Seasonal	<u>Class Title</u>		<u>Hourly Wage</u>
	Utility Worker		7.2500 - 12.7000
	Board of Public Works Member		\$75/mo

SECTION IV. All ordinances and parts of ordinances in conflict herewith are appealed.

SECTION V. That this ordinance be effective from and after its passage and publication according to law.

SECTION VI. This ordinance shall be published in pamphlet form by the City Clerk.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

Staff Report

TO: Honorable Mayor and City Council

FROM: Paul Payne, City Attorney

DATE: November 20, 2014

SUBJECT: Threatened litigation

Recommendation: Move to go into executive session to discuss threatened litigation.

#24